

AGREEMENT FOR SALE

This Agreement for Sale (“**Agreement**”) made at.....this.....day of..... in the year Two Thousand and between

MAHINDRA LIFESPACE DEVELOPERS LIMITED, a Company incorporated and registered under the Companies Act, 1956 and deemed existing under the provisions of the Companies Act, 2013 and having its Registered Office at Mahindra Towers, 5th Floor, Worli, Mumbai - 400018, hereinafter referred to as "**the Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **ONE PART**;

AND

(i) Mr. _____ and Ms. _____
Indian Inhabitant/s, residing at _____
_____;

OR

(ii) M/s. _____, a partnership firm registered under the Indian Partnership Act, 1932 having registration no. _____ having its principal place of business at _____

OR

(iii) _____ LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having registration no. _____ and having its registered office at _____

OR

(iv) _____, a company incorporated and registered under the Companies Act, 1956 with CIN No. _____ and having its Registered Office at _____;

hereinafter referred to as “**the Allottee** ” (which expression shall unless it be repugnant to the context or meaning thereof mean and include (i) in case of individual/s his/her/their heirs, executors, administrators, successors and permitted assigns, (ii) in case of partnership firm, the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their or his or her permitted assigns, and (iii) in case of limited liability partnership, the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their or his or her permitted assigns, (iv) in case of a company, its successors in title and permitted assigns) of the **OTHER PART**.

WHEREAS:

A. By Deed of Conveyance dated 27 October 2004, registered with the Sub-Registrar of Assurances, Mumbai, under Serial No. BDR-1/5887/2004, executed between one Cadila Healthcare Limited and Altana Pharma Private Limited (and later also known as Nycomed Pharma Private Limited), Cadila Healthcare Limited sold, transferred and assigned in favour of Altana Pharma Private Limited, all that piece and parcel of freehold land admeasuring 11884.8 sq. mtrs. together with the structures standing thereon, abutting the public road known as Suren Road and situate in the revenue village of Gundavali at Andheri East in Greater Bombay,

Taluka South Salsette, District Bombay Suburban, Registration Sub-District Bandra, and bearing Survey No. 10(B), Hissa No. 1, Survey No. 10(B) Hissa No. 2 (part), and Survey No. 10 C corresponding to New City Survey No. 243(now known as 243A, 243B & 243C), 247, 247/1, 247/2, 247/3, 248 and 248/1, (“**the Land owned by Nycomed**”),for consideration and on terms and conditions more particularly set out therein.

- B. By and under Deed of Conveyance dated 20 March 2013, registered with the Sub-Registrar of Assurances at Andheri, under Serial No. BDR-4/2064 of 2013, Nycomed Pharma Private Limited granted, sold, transferred, conveyed and assured unto the Promoter, an area admeasuring 11,883 sq. mtrs. out of the Land owned by Nycomed, together with the structures standing thereon and is hereinafter referred to as “ **the said Larger Land**” , for the consideration & on the terms and conditions mentioned therein. The said Larger Land is more particularly described in the First Schedule hereunder written and delineated in red colour on the plan hereto annexed as “**Plan -1**” .
- C. Vide Mutation Entry No. 327, the name of the Promoter has been mutated in the holder column in the Property Card of the said Larger Land.
- D. By proposed D.P. road, the said Larger Land is divided into three parts being (i) the first plot, which admeasures 6383 sq. mtrs. (hereinafter “Plot A”) bearing new CTS Nos. 243B/1, 243B/2,247A, 247B, (ii) the second plot, which admeasures 4640 sq. mtrs, (hereinafter “Plot B”) bearing new CTS Nos. 243 A /1, 243 A/2, and (iii) third plot, admeasures 860 sq. mtrs. (hereinafter “D.P. Road”) bearing new CTS Nos. 243B/2, 243A/2,247B, being the proposed D.P. Road.
- E. Vide its order bearing No. CHE/025262/DP-WS/H&K dated 27th August, 2015, the Chief Engineer, Municipal Corporation of Greater Mumbai (MCGM), has granted its permission for conversion of use of the said Larger Land from

Industrial to Residential under the provisions of the Development Control Rules, 1991

- F. The proposed D.P. Road admeasuring 860 sq.mtrs. needs to be handed over/surrendered by the Promoter to Municipal Corporation of Greater Mumbai (hereinafter “MCGM”) as and when required/called upon to do so.
- G. The Promoter is desirous of developing two separate projects on Plot -A and Plot-B.
- H. The Owner has prepared a scheme named as “**VIVANTE-**” for development of the plot B land bearing old CTS No. 243/A and bearing new CTS Nos. 243 A /1, 243 A/2 admeasuring 4640 sq. mtrs. , by constructing thereon apartments, units for sale on ownership basis and by providing a separate Car Park Building, Club House facility and other amenities for the use, enjoyment and benefit of all the Allottee/s of the residential Apartments to be constructed on the Project Land . The separate Car Park Building for Vivante, will be with a mechanical parking system without any particular/permanent parking slot numbers. The Plot B land is hereinafter referred to as “ **the Project Land**” and is more particularly described in the Second Schedule hereunder written and delineated in blue colour on the Plan hereto annexed as “**Plan-1**”.
- I. The residential Apartment purchasers of the Vivante will have permanent access from Suren Road through Plot- A as shown by green colour wash on the Plan hereto annexed as **Plan -1**.
- J. The Project Land is free from all encumbrances except (a) the Project Land is mortgaged in favour of Axis Trustees Services Limited against Non Convertible Debentures issued by the Promoter. The Debenture Trust Deed dated 1st July 2013 and amendment thereto dated 27th September, 2013 is registered with Sub-

Registrar of Assurances at Bandra Under serial no. BDR 4-4971 of 2013 & BDR 4 – 7017 of 2013 on 02/07/2013 and 27/09/2013 respectively. The abovesaid mortgage in favour of Axis Trustees Services Limited has been registered with the Registrar of Companies, Mumbai, Maharashtra; and (b) names of some persons have been inadvertently mentioned in the other rights column of the 7/12 extracts of the Project Land. The Promoter has applied for correction of the revenue records by deleting the aforesaid names from the other rights column of the 7/12 extract of the Project Land. The Promoter has not received any claim or objection from the aforesaid persons.

- K. The Promoter has proposed to construct 2 Residential Building/s consisting of 2 wings each , 1 Car Park Building by consuming FSI of 11,106.86 sq. mtrs., on the Project Land as per details below:

Building Number	Wing No.	Number of floors	Number of Flats in Wing
Building No.1	B-1	Ground + 12	24
Building No.1	B-2	Ground + 12	24
Building No. 2	B-3	Ground + 12	32
Building No. 2	B-4	Ground + 12	24
Total			104
Mechanical Car Park Building	0	18	212 Car Parks

All above buildings and wings are hereinafter collectively referred to as the said “**Project -Vivante**”.

- L. The development of Project – Vivante is proposed as a real estate project by the Promoter and has been registered as a ‘real estate project’ (“**the Real Estate Project**”) with the Maharashtra Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 and any amendment thereto (“**RERA Rules**”). The Authority has duly issued the Certificate of Registration No. [●] dated [●] for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as **Annexure “A”** hereto.
- M. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee has agreed and consented to the development of the Project – Vivante . The Allottee has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.
- N. The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, are briefly stated below-
- (i) Total FSI of 11,106.86 sq.mtrs has been sanctioned for consumption in the construction and development of the Real Estate Project.
 - (ii) The Wingwise common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottees of the respective wings are listed in the **Third Schedule** hereunder written (“Wingwise **Project Amenities**”).

- (iii) The common areas, facilities and amenities in the Project – Vivante that may be usable by all the Allottees of the Real Estate Project and are listed in the **Fourth Schedule** hereunder written (“**Real Estate Project Amenities**”).

The details of formation of the Association of Allottees and conferment of title upon the Association of Allottees with respect to the Real Estate Project, are more particularly specified in Clause 11 and 12 below.

The above details along with the RERA Certificate, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

- O. The statutory approvals mandatorily require the Promoter to hand over certain stipulated percentage of the Project Land to the concerned authorities or develop the same as public amenity. In addition, the Promoter shall be required to handover certain area of the Project Land to the utility providers such as Reliance Energy or any other utility provider. The Promoter shall determine and identify the portion and location of the Project Land to be handed over to the utility provider or the concerned authorities or develop the same as public amenities or at its cost and benefit for complying with the terms and conditions of statutory approvals. The portion of the Project Land left over after handing over the stipulated percentage if any, to the MCGM and/or to the statutory authority and/or to the utility providers and/or developing as a public amenity as may be required from time to time, only would be available for transferring to the Association of Allottees .
- P. The Promoter has entered into an Agreement with an Architect registered with the Council of Architects;
- Q. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall

be under the professional supervision of the Architect and the structural Engineer (or any suitable replacement/substitute thereof from time to time) till the completion of the Real Estate Project.

- R. By virtue of the Conveyance , the Promoter is the absolute owner and in possession of the Project Land and has sole and exclusive right to sell the Apartments in the said Building/s to be constructed by the Promoter in the Real Estate Project and to enter into this Agreement/s with the allottee(s) of the Apartments and to receive the sale consideration in respect thereof;
- S. On demand from the Allottee, the Promoter has given inspection to the Allottee of all documents of title relating to the Larger Land and the plans, designs and specifications prepared by the Promoter's Architects Messers. Morphogenesis and of such other documents as are specified under the RERA and the RERA Rules and Regulations made thereunder.
- T. The copies of the following documents related to the said Apartment / Real Estate Project / Project – Vivante on which the apartments are constructed / to be constructed have been annexed herewith:

Sr. No.	Particulars	Annexure No.
1	RERA Certificate	A
2	Title Report issued by the Advocate of the Promoter	B
3	Property Register Card(s) for the Project Land	C
4	Extracts of Village forms VI and VII and XII for the Project Land	D1 – D2
5	Plans of the Layout as approved by the concerned Local Authority with the Building / Wing in which the said Apartment is situated therein	E1

6	Plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the Real Estate Project	E2
7	Intimation of Disapproval (“ IOD ”) bearing no. CHE/WS/1477/K/337 (New) dated 14 th October, 2016 for Building No. 1 (Wing B1 and B2) and IOD bearing no. CHE/WS/1298/K/337 (New) dated 14 th October, 2016 for Building No 2 (Wing B3 and B4) issued by MCGM	Collectively F
8	Commencement Certificate (“ CC ”) bearing no. CHE/WS/1477/K/337(a) dated 25 th April, 2016 for Building No. 1 (Wing B1 and B2) and CC bearing No. CHE/WS/1298/K/337(N) dated 25 th April, 2016 for Building NO 2 (Wing B3 and B4) issued by MCGM	G
9	Plan for mechanised car park building as approved by MCGM	H
10	Floor Plan of the said Apartment agreed to be purchased by the Allottee, as sanctioned and approved by MCGM	I

U. The Promoter has obtained some of the approvals from the concerned local authority(s) for the plans, the specifications, elevations, sections of the Real Estate Project and shall obtain the such approvals as may necessary from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building(s)/ Wing(s), as the case may be.

V. While sanctioning the said plans, approvals and permissions as referred hereinabove, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only the completion or

occupancy certificate in respect of the said Building(s)/ Wing(s) in a Real Estate Project shall be granted by the concerned local authority.

- W. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals & permissions as referred hereinabove.
- X. The Allottee has applied to the Promoter for allotment of an Apartment bearing number _____ on the _____ floor, in the _____ wing of the Building No. _____ being constructed in the Project – Vivante , by the Promoter.
- Y. The carpet area of the said Apartment is _____ square meters and "**carpet area**" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.
- Z. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- AA. Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees only), being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoter to the Allottee as booking amount (the payment and receipt whereof the Promoter doth hereby admits and acknowledges) and the Allottee has agreed to pay to the

Promoter the balance amount of the sale consideration in the manner hereinafter appearing.

- BB. Under section 13 of the RERA the Promoter is required to execute a written Agreement for Sale of the said Apartment with the Allottee, being in fact these presents and also to register this Agreement under the Registration Act, 1908.
- CC. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the apartment and the mechanized car parking(s) [covered parking(s)] defined hereinafter.

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

- 1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA and RERA Rules.
- 2.1 The Promoter shall construct the Building No, _____ , consisting of Wings _____ & _____ having ground and Twelve upper floors in the Real Estate Project in accordance with the plans, designs and specifications as referred hereinabove and as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government Authorities or due to change in law or due to any change, as contemplated by any of the disclosures already made to the Allottee.

- 2.2 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 plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

3. THE SAID APARTMENT

- 3.1 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee an Apartment No. of the type of carpet area admeasuring sq. meters alongwith for exclusive use of the Allottee, open balcony of _____ sq. meters, , on floor in the Wing No. _____ of building No. _____ (hereinafter referred to as "**the said Apartment**") as shown in the Floor plan thereof hereto annexed as **Annexure 'I'** and more particularly described in the **Fifth Schedule**.
- 3.2 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or incase of non-availability of the same, any other available brand closer to the particular brand and quality, or price range (if unbranded) to be provided by the Promoter in the said Building and the said Apartment are set out in **Annexure 'J'**, annexed hereto.

4. CONSIDERATION

- 4.1 The Allottee hereby agrees to purchase from the Promoter the said Apartment for the consideration of Rs. (Rupees _____ only) including Rs. (Rupees _____ only) being the proportionate price of the common

areas and facilities appurtenant to the said Apartment. The nature, extent and description of the common areas and facilities (**‘Wingwise Project Amenities’**) are more particularly described in the **Third Schedule** written hereunder.

- 4.2 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee _____ number of mechanized covered parking space(s) situated in a separate car park building being constructed in the Real Estate Project for the consideration of Rs._____/-(Rupees _____ only).
- 4.3 The total consideration amount for the apartment including covered parking spaces is thus Rs._____/-(Rupees _____ Only), which shall be subject to tax deducted at source (**‘TDS’**) at applicable rates (**“Total Consideration”**).
- 4.4 The Allottee has paid on or before execution of this Agreement a sum of Rs._____ (Rupees _____ only) (not exceeding 10% of the Total Consideration) as advance payment or application fee (the payment and receipt whereof the Promoter doth hereby admits and acknowledges) and hereby agrees to pay to the Promoter the balance amount of Rs..... (Rupees only) in the following manner:-

Sr. No	Schedule Description	% of Total Consideration	Consideration Amount payable (in Rs.)	Service Tax (in Rs.)	VAT (in. Rs)	GST	Total Consideration amount alongwith Service Tax, VAT & GST (in Rs.)
1	Paid before execution of this Agreement	not exceeding 10%					

2	To be paid immediately after the execution and registration of Agreement	10%					
3	On or before 15 th day from the date of registration of the Agreement	5%					
4	On or before 30 th day from the date of registration of the Agreement	5%					
5	To be paid on completion of the Plinth of the Building	not exceeding 45%					
6	To be paid on	not exceeding 70%					

	completion of the slabs including podiums and stilts of the building					
7	To be paid on completion of the walls, internal plaster, floorings doors and windows of the said Apartment	not exceeding 75%				
8	To be paid on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment	not exceeding 80%				

9	To be paid on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building	not exceeding 85%				
10	To be paid on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth	not exceeding 95%				

	protection, paving of areas appertain and all other requirements as may be prescribed in this Agreement					
11	To be paid at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate, as the case may be.	Balance Amount				
Total		100%				

- 4.5 The aforesaid Total Consideration shall be paid by the Allottee to the Promoter in installments stipulated above by Cheque / Pay Order/ Demand Draft issued in favour of “***Mahindra Lifespace Developers Limited***” at Mumbai or deposited in the bank account no. 6311689583 maintained with Kotak Mahindra Bank, Mittal Court, Nariman Point Branch with IFSC Code - KKBK0000958 (“**the said Account**”).
- 4.6 The Total Consideration as mentioned above excludes taxes paid or payable by the Promoter, and/or which are recoverable from the Allottee, at applicable rates from time to time by way of Value Added Tax (“**VAT**”), Service Tax, Goods and Services Tax (“**GST**”) and Cess or any other similar / indirect taxes which may be levied, in connection with the construction of the Real Estate Project and/or with respect to the said Apartment and/or this Agreement upto the date of handing over the possession of the said Apartment. It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including service tax, VAT, GST and all other indirect and direct taxes, duties and impositions as may be applicable, levied / increased, from time to time, by the Central Government and/or the State Government and/or any local, public or statutory authorities / bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Apartment, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof.
- 4.7 The Total Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent

authorities etc., the Promoter shall enclose the said notification/order/rule /regulation/demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee.

- 4.8 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building in the Real Estate Project is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The Total Consideration payable for the said Apartment on the basis of the carpet area of the Apartment, excluding the consideration for the common areas and covered car parkings, shall be recalculated upon confirmation of the final carpet area by the Promoter. If there is any reduction in the carpet area within the defined limit of 3% (three percent) then the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with an annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee, which shall be payable by the Allottee prior to taking possession of the said Apartment. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement and shall be subject to TDS and applicable taxes.
- 4.9 The Allottee 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 undertakes not to object/demand/direct the Promoter to adjust his/her payments in any manner.
- 4.10 Pursuant to section 194 IA of the Income Tax Act 1961, the Allottee is required to deposit 1% of Total Consideration, wherever applicable, as tax deducted at source (TDS) with Government of India. The Allottee shall have option to pay entire TDS

on the Total Consideration or pay TDS on each installment as per the Payment Plan. The copy of the TDS certificate shall be submitted by the Allottee to the Promoter within 15 days from the date of making payment of entire TDS or from the payment of each installment amount as the case may be. Non-submission of TDS certificate within stipulated timeline shall be construed as default in the payment.

In case the Allottee has paid TDS @1% of the Total Consideration and has submitted to the Promoter the requisite TDS certificate and thereafter, the event of Cancellation/Termination arises, then the amount of TDS paid by the Allottee shall be refunded by the Promoter to the Allottee only upon completion of Termination / Cancellation formalities / documentation and such refund amount shall not carry any interest.

5. POSSESSION

The Promoter shall give possession of the said Apartment to the Allottee on or before ____ day of _____ 20__ (**“the Possession Date”**) provided that, the Promoter shall be entitled to reasonable extension of time for giving delivery of the said Apartment on the aforesaid date, if the completion of building in which the said Apartment is to be situated is delayed on account of –

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority.
- (iii) Any stay order / injunction order issued by any Court of Law, competent authority, concerned local authority, statutory authority;
- (iv) Any other circumstances that may be deemed reasonable by the Authority.

6. TIMELY PAYMENT AND POSSESSION AND CONSEQUENCES

6.1 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the said Apartment and handing over the said Apartment to the Allottee and the common areas, facilities and amenities in the building(s) of the Real Estate Project to the association of the allottees after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Allottee shall make timely payments of all instalments 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 as provided in clause 4 herein above.

6.2 If the Promoter fails to abide by the time schedule for handing over the said Apartment to the Allottee on the Possession Date (save and except for the reasons as stated in Clause 5), then the Allottee shall be entitled to either of the following:

- (a) call upon the Promoter by giving a written notice by Courier / Registered Post A.D. at the address provided by the Promoter (“**Interest Notice**”), to pay simple interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon for every month of delay or part thereof from the Possession Date (“**the Interest Rate**”), on the Total Consideration or part thereof paid by the Allottee. The interest shall be paid by the Promoter to the Allottee till the date of offering possession of the said Apartment by the Promoter to the Allottee;

OR

- (b) the Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / Registered Post A.D. at the

address provided by the Promoter (“**Allottee Termination Notice**”). On the receipt of the Allottee Termination Notice by the Promoter, and upon execution and registration of Deed of Cancellation by the Allottee, this Agreement shall stand terminated and cancelled. Simultaneously upon registration of Deed of Cancellation, the Promoter shall refund to the Allottee the amounts already received by the Promoter under this Agreement with simple interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon (“**Interest Rate**”) to be computed from the date the Promoter received such amount/part thereof, till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Apartment and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Apartment and/or the car park in the manner it deems fit and proper.

- 6.3 In case if the Allottee elects his/her remedy under sub-clause (a) of Clause 6.2 above then in such a case the Allottee shall not subsequently be entitled to the remedy under sub-clause (b) of Clause 6.2 above.
- 6.4 If the Allottee fails to make any payments or provide TDS Certificates on the stipulated date/s and time/s as required under this Agreement, then, the Allottee shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments / amount of TDS computed from the date such amounts / TDS Certificates are due and payable till the date such amounts are fully and finally paid / TDS Certificates are submitted, together with the interest thereon at the Interest Rate.
- 6.5 Without prejudice to the right of the Promoter to charge interest in terms of sub clause 6.4 above, on the Allottee committing 3 (three) defaults in payment on due

date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by statutory authority / concerned local authority and other outgoings) the Promoter shall at its own option, may terminate this Agreement.

Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee or mail at the e-mail address 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. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, this Agreement shall automatically stand terminated.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall only upon the Allottee executing and registering a Deed of Cancellation of this Agreement, refund to the Allottee (subject to adjustment and recovery of agreed liquidated damages/forfeiture amount or any other amount which may be payable to Promoter as mentioned below), within a period of 30 (thirty) days of the termination, the amount of Total Consideration (net of TDS amount, if any) of the said Apartment which may till then have been paid by the Allottee to the Promoter.

- 6.6 Upon termination of this Agreement by the Promoter as aforesaid and upon the Allottee executing and registering a Deed of Cancellation of this Agreement, the Promoter shall refund to the Allottee, subject to adjustment and recovery of agreed liquidated damages/forfeiture amount or any other amount which shall be payable by the Allottee to the Promoter as mentioned below:

- (a) The forfeiture amount shall be Rs. _____ (Rupees _____ only) being 10% (ten percent) of the Total Consideration. The Allottee hereby agrees and accepts that the aforesaid forfeiture amount of 10% (ten percent) is just and fair pre-estimated liquidated damages agreed between the Promoter and the Allottee, the Allottee shall not object or in any way question the basis on which the said 10% (ten percent) amount has been arrived at and hereby consents to the same irrevocably;
- (b) Service Tax, VAT, GST and all other taxes paid or payable on this Agreement upto the date of termination;
- (c) the taxes and outgoings including amounts payable in respect of the common areas, facilities and car parks, if any, due and payable by the Allottee in respect of the said Apartment upto the date of termination;
- (d) the amount of interest paid and payable by the Allottee to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination;

6.7 In the event, the Allottee withdraws / cancels the booking of the Apartment made under the Allotment Letter or terminates this Agreement, save and except for the reason of failure of the Promoter to abide by the time schedule for handing over the said Apartment to the Allottee on the Possession Date as mentioned in clause 6.2 of the Agreement, then the Allottee shall give a prior written notice (“**Notice**”) of 30 (thirty) days alongwith reasons for withdrawal / cancellation / termination. The Allottee shall also return all documents (in original) pertaining to the Apartment to the Promoter along with the Notice.

Upon receipt of Notice by the Promoter, the Allottee shall not have any right, title and/or interest in the Apartment and/or the Real Estate Project and/or the Project Land except refund of money as mentioned below and the Allottee waives his/her/their/its right to claim and/or dispute against the Promoter in any manner whatsoever and the Promoter shall be entitled to deal and dispose of the said Apartment as it deems fit.

Within 30 (thirty) days from the expiry of the Notice period of 30 (thirty) days and subject to execution and registration of the documents by the Allottee as mentioned hereinbelow, the Promoter shall refund to the Allottee the amounts received from the Allottee without any interest and compensation thereon after deducting:

- (a) an amount of Rs. _____ (Rupees _____ only) being 10% (ten percent) of the Total Consideration towards forfeiture being just and fair pre-estimated liquidated damages agreed between the Promoter and the Allottee;
- (b) interest on any overdue payments;
- (c) payment of all taxes received from the Allottee and paid by the Promoter to the Authorities; and
- (d) amount of stamp duty and registration charges to be paid on deed of cancellation of the registered Agreement for Sale.

The aforesaid refund to the Allottee shall be made simultaneously upon the Allottee executing and registering the deed of cancellation or such other document as may be required by the Promoter, failing which, the Promoter shall be entitled to proceed to execute / register the Deed of Cancellation for and on behalf of the Allottee as an authorized constituted attorney of the Allottee before the appropriate Sub-Registrar, and the Allottee hereby acknowledges and confirms and authorizes the Promoter accordingly. The Parties further confirm that any delay or default in such execution / registration of the Deed of Cancellation and other documents shall

not prejudice the cancellation of the Apartment and the Promoter's right to sell / transfer the Apartment to any third party without any reference to the Allottee.

For the sake of clarity it is agreed between the parties that, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such cancellation / termination.

- 6.8 In case the Allottee has paid TDS @1% of the Total Consideration and has submitted to the Promoter, the requisite TDS certificate and thereafter, this Agreement is terminated in accordance with the provisions contained hereinabove, and upon the Allottee executing and registering a Deed of Cancellation of this Agreement, then, the amount of TDS paid by the Allottee shall be refunded without any interest thereon to the Allottee by the Promoter together with the refund of the other amounts as provided in this Agreement.
- 6.9 The stamp duty and registration charges payable on the Deed of Cancellation pursuant to the termination by the Promoter shall be borne and paid by the Allottee alone. Upon such execution and registration of the Deed of Cancellation or expiry of 30 (thirty) days from the date of the Termination Notice, whichever is earlier, this Agreement shall stand terminated and the Promoter shall, thereafter, be entitled to lease, sell and/ or otherwise deal with and/or dispose of the said Apartment and the car parking as it may deem fit in favour of any other persons / party without any reference to or consent from the Allottee and the Allottee shall have no right to dispute or object to such lease / sale / disposal of the said Apartment with the car parking and the Allottee shall cease to have any right, title, interest, or claim of any nature whatsoever in the said Apartment.
- 6.10 The right of termination by the Promoter as aforesaid shall be without prejudice to all other rights and remedies available to the Promoter under this Agreement and in law.

6.11 It is agreed that in the event of termination in the circumstances as aforesaid or termination due to any other reason, the sole right of the Allottee would be to obtain refund of payments due to him/her in the manner mentioned above and the Allottee will not have the right to cause stoppage of work of the said Project – Vivante or seek any relief in the nature of restraining the work relating to the said Apartment or the said Project - Vivante nor shall the Allottee seek any claim against the Promoter, and the Allottee specifically waives all such rights, if any, as relating to the said Apartment and the said Project - Vivante.

6.12 The Allottee agrees that dispatch of the cheque / pay order / demand draft from the Promoter towards the said refund by hand delivery / registered post at the address of the Allottee provided herein, whether the Allottee accepts the delivery and/or encashes the cheque or not; or payment of the refund amount as aforesaid by RTGS, will amount to refund and full discharge of the Promoter's obligation in respect thereof.

7. FSI, TDR and development potentiality with respect to the said building/Real Estate Project on the Project Land:

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project (by utilization of the full development potential) in the manner more particularly detailed in Recital above and as depicted in the layout plans and the Allottee has agreed to purchase the said Apartment based on the unfettered and vested rights of the Promoter in this regard.

8. PROCEDURE FOR TAKING POSSESSION

- 8.1 The Promoter, within 3 (three) months of obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the Agreement shall offer in writing the possession of the said Apartment, to the Allottee in terms of this Agreement and the Promoter shall give possession of the said Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay from time to time the maintenance charges as determined by the Promoter or association of allottees, as the case may be.
- 8.2 The Allottee shall take possession of the said Apartment within 15 (fifteen) days of the written notice from the Promoter to the Allottee intimating that the said Apartment is ready for use and occupancy. The fit-outs shall be carried out by the Allottee in the said Apartment in accordance with the Fit-out Guidelines uploaded [by the Promoter](#) on the website of the RERA Authority.

9. FAILURE OF ALLOTTEE TO TAKE POSSESSION OF THE SAID APARTMENT

Upon receiving a written intimation from the Promoter as per clause 8 hereinabove, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be required by the Promoter, and the Promoter shall give possession of the said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 8 hereinabove, such Allottee shall continue to be liable to pay maintenance charges as applicable, however, upon such failure of the Allottee to take possession, the Promoter shall not be liable to maintain and upkeep the said Apartment, and as and when the Allottee takes possession of the said Apartment it shall be handed over to the Allottee on 'as is where is' basis.

10. DEFECT LIABILITY

If within a period of 5 (five) years from the date of handing over the said Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Apartment or the said Building in which the Apartment is 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 shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA and RERA Rules. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reasons of the willful default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project, and/or any unauthorized alterations / modifications to the said Apartment and/or delay in taking over possession by the Allottee and/or due to breach of any covenants of the Allottee given in this Agreement. The complaint handling process for Defect Liability period is set out in **Annexure 'K'**, annexed hereto.

11. ASSOCIATION OF ALLOTTEES

- 11.1 Upon 51% of the total number of apartments in the Real Estate Project being booked by allottees, the Promoter shall submit an application to the competent authorities to form a co-operative housing society or an Association of Allottees or Condominium or a Limited Company, to comprise solely of the Allottee and other current/future allottees of apartments in the said Building/Real Estate Project, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder or any other Act and Rules made thereunder, read with RERA and the RERA Rules (**“Association of Allottees”**).

- 11.2 The Allottee shall along with other allottee(s)s of apartments in the Real Estate Project shall join in forming and registering the Association of Allottees to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and all other papers and documents necessary for the formation and registration of the Association of Allottees and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available by the Promoter to the Allottee, so as to enable the Promoter to submit the application for registration of the common organization/entity of Allottees. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 11.3 The Association of Allottees shall admit all allottees of the Apartments in the Real Estate Project as members, in accordance with its bye-laws.
- 11.4 The Promoter shall be entitled, but not obliged to, join as a member of the Association of Allottees in respect of unsold apartments in the Real Estate Project, if any.
- 11.5 Post execution of the Conveyance to the Association of Allottees, the Association of Allottees shall be responsible for the operation and management and/or supervision of the said Building/Real Estate Project, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- 11.6 Upon 51% of allottees of apartments in the other buildings/real estate projects to be developed on the Project Land having booked their respective apartments,

the Promoter shall submit application/s to the competent authorities to form an Association of Allottees to comprise solely of the allottees of apartments in those particular buildings/real estate project, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder or any other relevant Act and rules made thereunder, read with RERA and the RERA Rules (“**Other Associations**”).

- 11.7 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Association of Allottees and/or Other Associations, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Association of Allottees and/or Other Associations and their respective members/intended members including the Allottee, as the case may be, and the Promoter shall not be liable towards the same.

12. CONVEYANCE TO THE ASSOCIATION

- 12.1 The Promoter shall, subject to its right to dispose of the remaining / unsold apartments, if any, execute the conveyance within three months from the date of issue of occupancy certificate or upon receipt of full consideration from fifty-one percent of the total number of allottees in the Real Estate Project, whichever is earlier, cause to be transferred and conveyed to the Association of Allottees all the right, title and the interest of the Promoter in the said structures of the said Buildings or the said Wings of the said Real Estate Project and in the Project Land (“**Association Conveyance**”). The Association of Allottees shall be required to join in execution and registration of the Association Conveyance. The costs, expenses, charges, levies and taxes on the Association Conveyance and the transaction contemplated thereby including stamp duty and registration charges

shall be borne and paid by the Association of Allottees alone. Post the Association Conveyance, the Association of Allottees shall be responsible for the operation, maintenance and management and/or supervision of the Real Estate Project including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

- 12.2 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or the said Building or the said Real Estate Project or any part thereof. The Allottee 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 recreation spaces and all other areas and spaces and lands and the Project Land, will remain the property of the Promoter until the said structure of the buildings and the Project Land is transferred / conveyed to the Association of the Allottees as hereinbefore mentioned.

13. OUTGOINGS

- 13.1 Within 15 (fifteen) days after notice in writing is given by the Promoter to the Allottee that the said Apartment is ready for use and occupancy, whether the possession of the said Apartment has been taken or not, the Allottee shall be liable to bear and pay the outgoings in respect of the said Apartment and the proportionate share (i.e. in proportion to the carpet area of the said Apartment) of outgoings in respect of the said Real Estate Project, 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, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Real Estate Project and the said Project Land. Until the Association of Allottees is formed and the said structures and the

Project Land of the Real Estate Project is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined at the sole discretion of the Promoter from time to time. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter provisional monthly contribution per month towards the outgoings as may be determined by the Promoter from time to time. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the said Building or the said Wing of the Real Estate Project and the Project Land is executed in favour of the Association of Allottees as aforesaid. On such conveyance being executed the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Association of Allottees, as the case may be.

13.2 The Allottee shall on or before delivery of possession of the said Apartment keep deposited with the Promoter, the following non-refundable amounts:-

- (i) Rs./- for share money, application entrance fee of the Association of Allottees .
- (ii) Rs./- for formation and registration of the Association of Allottees.
- (iii) Rs./- for proportionate share of taxes and other charges/levies in respect of the Association of Allottees.
- (iv) Rs./- towards provisional monthly contribution for outgoings of Association of Allottees.
- (v) Rs...../- for deposit towards water, electric and other utility and services connection charges.
- (vi) Rs/- for deposits of electrical receiving station / Sub Station provided in the Project layout.
- (vii) Rs./- for gas connection deposit.

The Allottees shall promptly pay for any difference in the provisional amount and the actual amount of the deposits / charges / expenses / outgoings etc. as intimated by the Promoter.

13.3 The Promoter shall not be liable to pay any interest on the aforesaid amounts to the Allottee or the Association of the Allottee . The Promoter shall handover the receipts for the deposits placed for and on behalf of the Allottee with the concerned electricity / water / gas authorities in respect of the said Apartment to the Allottee or the Association of the Allottees .

13.4 The Promoter shall give account of the share application money received under clause 13.2 (i) and proportionate share of outgoings and taxes received under clause 13.2 (iii) and (iv) to the Association of Allottees , as the case may be, and handover the unutilized amount in these accounts at the time of handing over the maintenance to the Association of the Allottees , as the case may be.

The amounts paid by the Allottees under clause 13.2 (ii) and 13.2 (v) to (vii) shall be used by the Promoter for the purposes set out therein. However, the Promoter shall not be liable to give any account in respect amount paid under clause 13.2 (ii) or to refund or adjust the same to the Allottee or to the Association of the Allottees.

13.5 In addition to above, the Allottee agrees to bear and pay for additional electricity deposit, additional water deposit, additional gas deposit the payment of any tax, levy, deposit, stamp duty, registration fees, Service Tax, Maharashtra Value Added Tax (“**MVAT**”), GST, administrative charges, fees, cess, duty and other levies and taxes, by whatever name called and as may be applicable and demanded by the Promoter and/or Government agency and/or any competent authority from time to time in respect of the said Apartment.

- 13.6 The Allottee shall pay to the Promoter a sum of Rs./- (Rupees _____ only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Association of Allottees and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
- 13.7 The Promoter has informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Project Land. The Promoter has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee alongwith other allottees of apartments in the Real Estate Project and/or on the Project Land, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottees of apartments on the Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoter and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto.
- 13.8 The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance towards expenses, deposits, sums received on account of the share capital for the promotion of the Association of Allottees , towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

14. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (a) The Promoter has a clear and marketable title with respect to the Project Land as declared in the title report annexed to this Agreement and has requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Real Estate Project ;
- (b) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- (c) There are no encumbrances upon the Project Land except those disclosed to the Allottee;
- (d) There are no litigations pending before any Court of law with respect to the Project Land or Project - Vivante except those disclosed to the Allottee;
- (e) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project are valid and subsisting and have been obtained by following the due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project;

- (f) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (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 Project Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee 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 in the manner contemplated in this Agreement;
- (i) At the time of execution of the conveyance deed to the Association of Allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- (j) The Promoter has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Real Estate Project to the competent Authorities till the Association Conveyance and thereupon shall be proportionately borne and paid by the said Association of Allottees;
- (k) 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 said Project Land) has been

received or served upon the Promoter in respect of the Project Land and/or the Real Estate Project except those disclosed to the Allottee.

15. COVENANTS OF THE ALLOTTEE

The Allottee with intention to bring all persons into whosoever hands the said Apartment and/or its rights, entitlements and obligations under this Agreement may come, hereby covenants with the Promoter as follows:-

- (a) To maintain the said Apartment at the Allottee's own cost in good and tenantable repair 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 situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said Apartment is situated and the said Apartment itself or any part thereof without the consent of the local 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 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 said Building in which the said Apartment is situated and in case any damage is caused to the said Building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- (c) To carry out at his/her/their own cost all internal repairs to the said Apartment and maintain the said 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 or to the building in which the said Apartment is situated or to the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public 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 local authority and/or other public authority.
- (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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme 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, Partis or other structural members in the said Apartment without the prior written permission of the Promoter and/or the Association of Allottees.
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land 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 Land and the building in which the said Apartment is situated.
- (g) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, Allottee's share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said Apartment is situated.
- (h) To bear and pay in a timely manner and forthwith all amounts due, instalments of Total Consideration and 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, from time to time. All payments towards purchase of the said Apartment shall be made only by the Allottee / financial institution that has lent money to the Allottee against the said Apartment, and not by any other party on behalf of Allottee. Payment made by any other third party on behalf of Allottee shall not be accepted and recognized by the Promoter.
- (i) The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for purpose of residence. The Allottee shall use the parking space only for purpose of parking vehicle.
- (j) The Allottee shall not let, sub-let, transfer, assign, sell, lease, let on Leave and License or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment or dispose of or alienate otherwise howsoever, the said Apartment and/or its rights, entitlements and obligations under this Agreement, until all the dues payable by the Allottee to the Promoter under this Agreement, taxes, deposits, cesses and all other amounts are fully paid together with applicable interest thereon

at the Interest Rate, if any. In the event, the Allottee is desirous of transferring the said Apartment and/or its rights, entitlements and obligations under this Agreement after making such full and final payment, then, the same shall be considered, provided, the Allottee has not been guilty for breach of or nonobservance of any of the terms and conditions of this Agreement and the Allottee has obtained prior permission in writing from the Promoter for such purpose, which shall not be unreasonably withheld. and such transfer shall always be subject to such terms and conditions as may be stipulated by the Promoter including execution and registration of appropriate documents / agreements by the Allottee and/or the transferee, with the Promoter, as may be required by the Promoter in this regard. Any such assignment / sale / transfer by the Allottee in breach of this Agreement shall be unauthorized and not binding upon the Promoter.

- (k) Neither, the Allottee nor any of the allottees of apartments in the Real Estate Project shall object to the Promoter laying through or under or over the Project Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/wings which are to be developed and constructed on any portion of the Project Land.
- (l) To use the common areas and facilities in accordance with the purpose for which they are intended without disturbance/ interference/ hindrance or encroaching upon the rights of the other allottees or in any way disturbing/ interfering with the rights of the other allottees.
- (m) The Allottee shall observe and perform all the rules and regulations which the Association of Allottees 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 said Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Association of Allottees regarding the occupancy and use of the said Apartment in the said Building and car parking and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- (n) the Allottee shall permit the Promoter and their surveyors and agents, contractors, sub-contractors with or without workmen, suppliers and others, at all reasonable times, to enter into and upon the said Apartment/ buildings / Real Estate Project or any part thereof to view, inspect and examine the state and condition thereof and to do necessary works thereon.
- (o) Till a conveyance of the Project Land on which the said Building in which the said Apartment is situated is executed in favour of Association of Allottees, the Allottee shall permit the Promoter and their surveyors and agents, contractors, sub-contractors with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view, inspect and examine the state and condition thereof and to do necessary works thereon.
- (p) Not to use or display or caused to be used or displayed, at any time, the word “Mahindra” or “Mahindra Lifespaces” or its logo in any manner including by the Association of Allottees in any activity or object of the Association of Allottees or otherwise, howsoever, save and except, the name of the complex, viz. **“Vivante (a project by Mahindra Lifespaces)”**.

- (q) The Promoter shall be entitled to put hoarding / boards of its brand name, in a form of neon signs, MS letters, vinyl & sun boards on the building / wing / Real Estate Project and on the façade, terrace, compound wall or other part of the building / wing / Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding / board sites.
- (r) The Allottee hereby indemnifies and agrees to keep indemnified, the Promoter, against all losses, charges, claims, demands, penalties, costs, damages, etc. that may be suffered by or claimed against the Promoter on account of any act of omission or commission on the part of the Allottee and/ or his/ her/ their/ its tenants/ assignees/ transferees or any breach by the Allottee of any of the Covenants of the Allottees;
- (s) The Promoter at its sole discretion may use such construction methodology, where all walls, floor slabs, columns, beams, stairs, balconies, together with door and window openings may be cast at a place in a single/multiple site based operation. Because of use of such construction methodology, the Allottee therefore agrees not to do any modifications in the structure after handover.

16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE AFTER EXECUTION OF THE AGREEMENT

After the Promoter executes this Agreement it shall not mortgage or create a charge on the said 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 who has taken or agreed to take such Apartment.

17. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter 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 all the schedules and annexures along with the payments of dues as stipulated in the Payment Plan at clause 4 above within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned office of Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter 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, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 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 with the Promoter in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

18. 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, application form, allotment letter, correspondences, arrangements, whether written or oral or otherwise, if any, between the Parties in regard to the said Apartment, as the case may be.

19. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO 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 Real Estate Project shall equally be applicable to and enforceable against any subsequent Allottees of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

21. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or the RERA Rules and Regulations made thereunder 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 RERA or the RERA 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.

22. 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 Allottee(s) with respect to the said Building/s / the said Wing / the said Real Estate Project , the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all apartments in the said Building/s / the said Wing / the said Real Estate Project respectively.

23. FURTHER ASSURANCES

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.

24. WAIVER

- a) Waiver by either party of any default of the other party in the performance of any provision of this Agreement:
 - (i) shall not operate or be construed as a waiver of any other default or further default; and
 - (ii) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party.
- b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by any party to the other party shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

25. 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, in Mumbai_ (place) after the Agreement is duly executed by the Allottee and the Promoter and simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai .

26. The Allottee / Association of Allottees, and/or Promoter shall present this Agreement as well as the conveyance, as the case may be, at the proper registration office within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

27. NOTICES

That all letters, notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by courier or Registered Post A.D. **or** notified Email ID at their respective addresses specified below:

_____ Name of Allottee
_____ (Allottee's Address)
Notified Email ID: _____

M/s _____ Promoter name
_____ (Promoter Address)
Notified Email ID: _____

It shall be the duty of the Allottee and the Promoter 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 or the Allottee, as the case may be.

28. JOINT ALLOTTEES

That in case there are joint allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by them which shall for all intents and purposes be considered as properly served on all the Allottees.

29. PAN CARD

The PAN of the Promoter - AAACG8904C

The PAN of the Allottee(s) - _____

30. STAMP DUTY AND REGISTRATION CHARGES

The charges towards stamp duty and registration of this Agreement shall be borne and paid by the Allottee.

31. DISPUTE RESOLUTION

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

32. GOVERNING LAW

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in the State of Maharashtra and the courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

IN WITNESS WHEREOF Parties hereinabove named have set their respective hands and signed this Agreement for Sale on the date and at the place hereinabove mentioned in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE

(Description of the Larger Land)

All that piece and parcel of freehold land bearing Survey No. 10(B), Hissa No. 1, Survey No. 10(B) Hissa No. 2 (part), and Survey No. 10 C corresponding to New City Survey No. 243(now known as 243A, 243B & 243C), 247, 247/1, 247/2, 247/3, 248 and 248/1, admeasuring 11883 sq. mtrs. and situate in the revenue village of Gundavali at Andheri East in Greater Bombay, Taluka South Salsette, District Bombay Suburban, Registration Sub-District Bandra.

SECOND SCHEDULE

(Description of the Project Land)

All that piece and parcel of freehold land bearing old CTS No. 243/A and new CTS No. 243 A /1, 243 A/2 admeasuring 4640 sq. mtrs . and situate in the revenue village of Gundavali at Andheri East in Greater Bombay, Taluka South Salsette, District Bombay Suburban, Registration Sub-District Bandra.

THIRD SCHEDULE

(Wingwise Project Amenities)

Note: Here set out the nature, extent and description of common areas and facilities and amenities that would be included in the building/wing, such as staircase, lift lobby, podium, car parks etc.

FOURTH SCHEDULE

(Real Estate Project Amenities)

Note: Here set out the nature, extent and description of common areas and facilities and amenities that would be included in the Real Estate Project.

FIFTH SCHEDULE

(Description of the said Apartment)

Apartment No. of the type of carpet area admeasuring sq. meters alongwith for exclusive use of the Allottee, open balcony of _____ sq. meters, on floor in the Wing No. _____ of Building No. _____ of Project - Vivante, is bounded as follows:

On or towards the North :

On or towards the South :

On or towards the East :

On or towards the West :

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint Allottees)

(1) _____

(2) _____

Please affix
photograph
and sign across
the
photograph

Please affix
photograph
and sign
across the
photograph

At _____ on _____

in the presence of:

WITNESSES:

1. Name _____

Signature _____

2. Name _____

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) _____

(Authorized Signatory)

Please affix
photograph
and sign across
the
photograph

WITNESSES:

1. Name _____

Signature _____

2. Name _____

Signature _____

Annexures -

Sr. No.	Particulars	Annexure No.
1	RERA Certificate	A
2	Title Report issued by the Advocate of the Promoter	B
3	Property Register Card(s) for the Project Land	C
4	Extracts of Village forms VI and VII and XII for the Project Land	D1 – D2
5	Plans of the Layout as approved by the concerned Local Authority with the Building / Wing in which the said Apartment is situated therein	E1
6	Plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the Real Estate Project	E2
7	Intimation of Disapproval (“ IOD ”) bearing no. CHE/WS/1477/K/337 (New) dated 14 th October, 2016 for Building No. 1 (Wing B1 and B2) and IOD bearing no. CHE/WS/1298/K/337 (New) dated 14 th October, 2016 for Building No 2 (Wing B3 and B4) issued by MCGM	Collectively F
8	Commencement Certificate (“ CC ”) bearing no. CHE/WS/1477/K/337(a) dated 25 th April, 2016 for Building No. 1 (Wing B1 and B2) and CC bearing No. CHE/WS/1298/K/337(N) dated 25 th April, 2016 for Building NO 2 (Wing B3 and B4) issued by MCGM	G

9	Plan for mechanised car park building as approved by MCGM	H
10	Floor Plan of the said Apartment agreed to be purchased by the Allottee, as sanctioned and approved by MCGM	I

ANNEXURE – J
(Specification and amenities for the Apartment)

ANNEXURE – K
(Complaint Handling Process – Defect Liability Period)

1. The Allottee shall submit his complain in writing to the Facility Manager / through email on designated email address i.e. _____ to the Promoter immediately but in any case, within 7 (seven) days from the date of the occurrence of the defect.
2. The representative of the Promoter shall inspect the defect immediately but in any case within 72 (seventy two) hours from the date of the receipt of the complaint.
3. The representative of the Promoter shall inform the Allottee within 24 hours whether the complaint is in respect of the defect liability item or not, in writing/email. Incase, if it is not a defect liability item then it has to be rectified by the Allottee at its cost and the complaint is considered as closed.
4. Incase, it is found that the complaint is in respect of the defect liability item then the Promoter's representative shall inform to the Allottee within 7 (seven) days from the inspection of the complaint about time required for rectifying the defect according to the nature of the defect, methodology of rectifying the defect and

the co-operation required from the Allottee or other apartment owners for rectifying the defect.

5. The Promoter shall initiate the process of rectification of the defect within 30 days from date of inspection at the cost of the Promoter. However, the Promoter shall not be held responsible for completing in time bound manner if the rectification is required to be carried out with the co-operation of the other apartment owner and the association of the allottees and they are not co-operating or available for co-operation. Once, the rectification is completed the complaint is considered as closed.
6. Incase, it is found that the defect liability item is caused due to of negligence / action / inaction of the Allottee then, the Promoter is not liable to rectify the same and the complaint shall be considered as closed.
7. Incase, the representative of the Promoter informs the Allottee that the complaint is not in scope of the defect liability and if the Allottee is in disagreement with the same then, the Promoter shall appoint a third party expert to ascertain the facts. The Promoter shall ensure that the third party expert should be qualified civil / mechanical engineer having requisite qualification and experience in the field. If the expert is of the opinion that it is under the scope of the defect liability then, the expert shall submit a report accordingly and incase, the expert is of the opinion that it is not under the scope of the defect liability then the complaint shall be considered as closed. The decision of the third-party expert shall be binding on both the parties.
8. If the complaint is about the service or provision of service having warranty / guarantee from the service provider then, the defect liability will be governed by the terms and conditions of such warranty / guarantee / life of the service.
9. The Promoter shall not be responsible for any defect arising due to non-compliance or negligence of any allottee or Association of the Allottees towards maintenance and upkeep of the services as defined and laid down by the service provider in the service manual, if any.

Allotment letter

Date: _____

To

MAHINDRA LIFESPACE DEVELOPERS LIMITED ('Promoter')

Mahindra Towers, 5th Floor,

Worli,

Mumbai- 400 018

Ref.: Project - _____ having RERA Registration No. _____

Sub: Application for allotment of an Apartment in your Project - _____

Dear Sir / Madam,

I/We, the Applicants(s), have visited and gone through your webpage having Registration No. _____ on the website of the Maharashtra Real Estate Regulatory Authority ('**MahaRERA**') for understanding full details of the Project - _____ being constructed at _____ and have also gone through and understood all the documents uploaded on the website including all title documents, approvals, draft of Allotment Letter, draft of Agreement for Sale etc.

I/We (the "**Applicant(s)**") intend to purchase a residential Apartment No. _____ in _____ comprising of _____ BHK admeasuring _____ sq. mtr. of Carpet area alongwith for exclusive use of the Allottee open balcony of _____ sq. meters, enclosed balcony of _____ sq. meters, Veranda of _____ sq. meters and exclusive terrace of _____ sq. meters, on floor in the _____ Wing of _____ building ("**the Apartment**") at Project " _____", for the consideration of Rs. (Rupees

_____ only) including Rs. (Rupees _____ only) being the proportionate price of the common areas and facilities.

I/We intend to purchase the covered parking spaces bearing Nos _____ situated at _____ Basement and/or stilt and /or _____podium being constructed in the layout for the consideration of Rs._____/ - (Rupees _____ only).

The total consideration amount for the apartment including covered parking spaces is thus Rs._____/ - (Rupees _____ Only), which shall be subject to tax deducted at source ('TDS') at applicable rates ("Total Consideration"). The Total Consideration as mentioned above excludes taxes paid or payable by the Promoter, and/or which are recoverable from me/us, at applicable rates from time to time by way of Value Added Tax ("VAT"), Service Tax, Goods and Services Tax ("GST") and Cess or any other similar / indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Apartment and/or Agreement for Sale upto the date of handing over the possession of the said Apartment.

I / We hereby enclose a Cheque/Demand Draft No. _____ dated _____ drawn on _____ Bank, branch at _____ for an amount of Rs. _____/ - (Rupees _____ Only) in favour of 'Mahindra Lifespace Developers Limited' towards token money for my/our application for the Apartment and request you to kindly allot the Apartment and the covered car parking spaces in my / our favour.

I/We are aware and agreeable that, if my/our application is accepted by you then upon realization of Cheque / Demand Draft towards the token money and further payments of Rs._____/ - (Rupees _____ only) aggregating 10% of the total consideration of the Apartment and the covered car parking spaces alongwith all applicable taxes thereon on or before _____, you shall issue me/us an Allotment Letter.

I/We understand that prior to making further payments beyond 10% of the total consideration, I/we will have to execute and register an Agreement for Sale as per the specimen uploaded on the webpage of the RERA website for the Project. The terms and conditions including the payment plan given in the specimen of Agreement for Sale uploaded on the webpage are acceptable to me/us.

In the event, I/we fail to pay further payment of Rs._____/ - (Rupees _____ only) aggregating 10% of the total consideration of the Apartment and the covered car parking spaces on or before _____, then you may treat this application as automatically cancelled/withdrawn and thereafter, you shall be at liberty to deal with the Apartment and the covered car parking spaces as you may deem fit without any recourse to me/us. In such an event the amount paid by me/us to MLDL shall be refundable without any interest thereon, within __ days of cancellation, after deducting applicable taxes including service tax, VAT, GST etc. paid/payable and any other amount as provided under any law, Act or Rules thereunder.

In the event, you do not accept my/our application for any reason whatsoever, the amount paid by me/us to you shall be refunded within __ days of this application without any interest or compensation whatsoever.

As required by you, I/we am/are enclosing the details / documents giving my/our personal details for your records. I / We, the undersigned Applicant(s) declare and confirm that the particulars furnished by me/us in enclosed documents are true and correct.

I/We have also read and understood the Terms and Conditions attached with this application and I/we shall abide by the same.

I/We request you to kindly acknowledge this application and issue me/us a receipt for the token payment of Rs. _____ /- enclosed herewith.

Yours faithfully,

[Name]
First Applicant

[Name]
Second

[Name]
Third

TERMS AND CONDITIONS

1. The Applicant shall be treated as the “Allottee” upon issuance of the Allotment Letter by the Promoter.
2. The Allottee shall make timely payments towards the Apartment and the covered car parking space in the manner indicated in the payment Plan annexed.
3. Pursuant to section 194 IA of the Income Tax Act 1961, the Allottee is required to deposit 1% of Total Consideration, wherever applicable, as tax deducted at source (TDS) with Government of India. The Allottee have option to pay entire TDS on the total consideration within ____ days from the date of the Allotment Letter or pay TDS on each instalment as per the payment schedule. The copy of the TDS certificate shall be submitted by the Allottee to the Promoter within 15 (fifteen) days from the date of making payment of entire TDS or from the payment of each instalment amount as the case may be. Non-submission of TDS certificate within stipulated timeline shall be construed as event of default. In case the Allottee have paid TDS @1% of the total consideration and have submitted to the Promoter the requisite TDS certificate and thereafter the event of Cancellation/Termination arises, then the amount of TDS paid by the Allottee shall be refunded to the Allottee upon completion of Termination/Cancellation formalities /documentation and such refund amount shall not carry any interest.
4. The Applicant shall pay the requisite stamp duty & registration charges on the Agreement for Sale to be executed by both the parties within ____ (____) days from the date of the Allotment Letter. The Applicant shall attend the office of the sub-Registrar _____(place) within 30 days from the date of the Allotment

Letter for execution and registration of Agreement for Sale on the day, date and time that will be communicated to the Applicant by Promoter's office.

5. If the Allottee fails to make any payments or provide TDS Certificates on the stipulated date/s and time/s as required under the Payment Plan, then, the Allottee shall pay to the Promoter simple interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon ("**the Interest Rate**") , on all and any such delayed payments / amount of TDS computed from the date such amounts / TDS Certificates are due and payable till the date such amounts are fully and finally paid / TDS Certificates are submitted, together with the interest thereon at the Interest Rate.
6. Without prejudice to the right of the Promoter to charge interest in terms of clause above, on the Allottee committing 3 (three) defaults in payment on due date of any amount due and payable by the Allottee to the Promoter under the Payment Plan (including his/her proportionate share of taxes levied by statutory authority / concerned local authority and other outgoings) the Promoter, at its own option, may terminate the allotment.

Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee or mail at the e-mail address provided by the Allottee, of its intention to terminate the allotment and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the allotment. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the allotment stands terminated.

Provided further that upon termination of the allotment as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of agreed liquidated damages/forfeiture amount or any other amount which may be payable to Promoter as mentioned below), the amount which may till then have been paid by the Allottee to the Promoter, within a period of 30 (thirty) days of the termination.

Upon termination of the allotment by the Promoter as aforesaid, the Promoter shall refund to the Allottee, subject to adjustment and recovery of agreed liquidated damages/forfeiture amount or any other amount which shall be payable by the Allottee to the Promoter as mentioned below:

- (e) The forfeiture amount shall be Rs._____ (Rupees _____ only) being 10% (ten percent) of the Total Consideration. The Allottee hereby agrees and accepts that the aforesaid forfeiture amount of 10% (ten percent) is just and fair pre-estimated liquidated damages agreed between the Promoter and the Allottee, the Allottee shall not object or in any way question the basis on which the said 10% (ten percent) amount has been arrived at and hereby consents to the same irrevocably;
- (f) Service Tax, VAT, GST and all other taxes paid or payable on this Agreement upto the date of termination;
- (g) the amount of interest paid and payable by the Allottee to the Promoter in terms of the Agreement from the dates of default in payment till the date of termination.

The Allottee agrees that dispatch of the cheque / pay order / demand draft from the Promoter towards the said refund by hand delivery / registered post at the address of the Allottee provided herein, whether the Allottee accepts the delivery and/or encashes the cheque or not; or payment of the refund amount as aforesaid by RTGS, will amount to refund and full discharge of the Promoter's obligation in respect thereof.

7. In the event of any default either in the payment of any amount in accordance with the payment schedule annexed or in the compliance of any of the terms and conditions in connection with the provisional reservation of the Apartment, the Promoter shall be **without prejudice** to its right to insist on specific performance, entitled to cancel the allotment of the Apartment and the Promoter shall be at liberty to deal with, sell and dispose of the Apartment in favour of any other person without any recourse to the Allottee.

8. In the event, the Allottee withdraws / cancels the booking of the Apartment made under the Allotment Letter or terminates this Agreement, save and except for the reason of failure of the Promoter to abide by the time schedule for handing over the said Apartment to the Allottee on the Possession Date as mentioned in clause 6.2 of the Agreement, then the Allottee shall give a prior written notice (“Notice”) of 30 (thirty) days alongwith reasons for withdrawal / cancellation / termination. The Allottee shall also return all documents (in original) pertaining to the Apartment to the Promoter along with the Notice.

Upon receipt of Notice by the Promoter, the Allottee shall not have any right, title and/or interest in the Apartment and/or the Real Estate Project and/or the Project Land except refund of money as mentioned below and the Allottee waives his/her/their/its right to claim and/or dispute against the Promoter in any manner whatsoever and the Promoter shall be entitled to deal and dispose of the said Apartment as it deems fit.

Within 30 (thirty) days from the expiry of the Notice period of 30 (thirty) days and subject to execution and registration of the documents by the Allottee as mentioned hereinbelow, the Promoter shall refund to the Allottee the amounts received from the Allottee without any interest and compensation thereon after deducting:

- (a) an amount of Rs. _____ (Rupees _____ only) being 10% (ten percent) of the Total Consideration towards forfeiture being just and fair pre-estimated liquidated damages agreed between the Promoter and the Allottee;
- (b) interest on any overdue payments;
- (c) payment of all taxes received from the Allottee and paid by the Promoter to the Authorities; and
- (d) amount of stamp duty and registration charges to be paid on deed of cancellation of the registered Agreement for Sale.

The aforesaid refund to the Allottee shall be made simultaneously upon the Allottee executing and registering the deed of cancellation or such other document as may be required by the Promoter, failing which, the Promoter shall be entitled to proceed to execute / register the Deed of Cancellation for and on behalf of the Allottee as an authorized constituted attorney of the Allottee before the appropriate Sub-Registrar, and the Allottee hereby acknowledges and confirms and authorizes the Promoter accordingly. The Parties further confirm that any delay or default in such execution / registration of the Deed of Cancellation and other documents shall not prejudice the cancellation of the Apartment and the Promoter's right to sell / transfer the Apartment to any third party without any reference to the Allottee.

For the sake of clarity it is agreed between the parties that, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such cancellation / termination.

9. The Promoter at its sole discretion may use such construction methodology, where all walls, floor slabs, columns, beams, stairs, balconies, together with door and window openings may be cast at a place in a single/multiple site based operation. Because of use of such construction methodology, the Allottee therefore agrees not to do any modifications in the structure after handover.
10. This Application and Allotment Letter is not transferable.
11. The Promoter shall have lien on the said Apartment till all amounts due by the Allottee are paid.
12. All payments (except payments for stamp duty & Registration charges) should be favouring **“Mahindra Lifespace Developers Limited”** and to be made by **Cheque / Demand Draft / Pay Order payable at Mumbai / _____ or by RTGS. Any collection charges or cheque dishonour charges levied by bank shall be recovered from the Allottee with interest.**
13. All payments towards booking / purchase of the Apartment and the covered car parking space shall be made only by the Allottee / by the financial institution that has lent money to the Allottee against the Apartment and the covered car parking

space, and not by any other party on the Allottee's behalf. Payment made by third party on the Allottee's behalf shall not be accepted and recognized by the Promoter.

[Name]
First Applicant

[Name]
Second

[Name]
Third

PAYMENT PLAN

Sr. No	Schedule Description	% of Total Consideration	Consideration Amount payable (in Rs.)	Service Tax (in Rs.)	VAT (in Rs.)	GST	Total Consideration amount alongwith Service Tax, VAT & GST (in Rs.)
1	Paid before execution of this Agreement	not exceeding 10%					
2	To be paid immediately after the execution and registration of Agreement	10%					

3	On or before 15 th day from the date of registration of the Agreement	5%					
4	On or before 30 th day from the date of registration of the Agreement	5%					
5	To be paid on completion of the Plinth of the Building	not exceeding 45%					
6							
7							
8	To be paid on completion of the slabs including podiums	not exceeding 70%					

	and stilts of the building					
9	To be paid on completion of the walls, external plaster, floorings doors and windows of the said Apartment	not exceeding 75%				
10	To be paid on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment	not exceeding 80%				
11	To be paid on	not exceeding 85%				

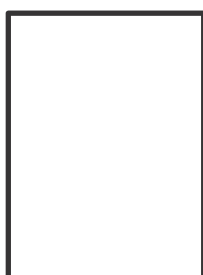
	completion of the internal plumbing and external plaster, elevation, terraces with waterproofing, of the building					
12	To be paid on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection,	not exceeding 95%				

	paving of areas appertain and all other requirement s as may be prescribed in this Agreement					
13	To be paid at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate, as the case may be.	Balance Amount				
Total		100%				

Additional expenses for Apartment payable at the time of taking possession of the Premises:			Rs.
A			
B			
C			
(A+B+C) Total			
D	Stamp Duty	As applicable at the time of execution of Agreement	
	Favoring :		
	A demand Draft or Pay order of any Bank (Other than a Co-operative /		
	Scheduled Bank Ltd) for the said amount.		
E	Registration Charges	As applicable at the time of Registration of Agreement	
	Favoring: “JT. SUB REGISTRAR _____A/c R.B.I.”		
	The amount of Registration charges has to be paid in the form of a pay order/demand draft from a nationalized Bank and must be Payable at _____.		

INFORMATION ABOUT THE INDIVIDUAL APPLICANTS

First Applicant



Applicant Name : Mr / Mrs / Smt :- _____

Son / Wife / Daughter of : Mr / Mrs:- _____

Age : _____ Years

Profession (Designation)

/occupation : _____

Name of Company /Organization

Currently working : _____

Present Mailing Address : _____

City : _____

State : _____

Pin Code No : _____

Permanent Address : _____

City : _____

State : _____

Pin Code No : _____

Telephone No

Mob No.1 : _____

Please add space for another Mobile Number and another E-mail address

E-Mail address : _____

Nationality : _____

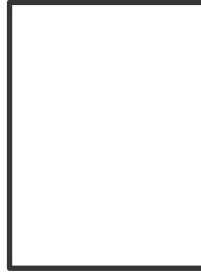
Residential Status : _____

[Resident / Non-Resident / Foreign National / Person of Indian Origin]

PAN : _____

Aadhar Card No. : _____

Second Applicant



Applicant Name : Mr / Mrs / Smt :- _____

Son / Wife / Daughter of : Mr / Mrs:- _____

Age : _____ Years

Profession (Designation)

/occupation : _____

Name of Company /Organization

Currently working : _____

Present Mailing Address : _____

City : _____

State : _____

Pin Code No : _____

Permanent Address : _____

City : _____

State : _____

Pin Code No : _____

Telephone No / Fax No : _____

Mob No. : _____

Please add space for another mobile number and email address

E-Mail address : _____

Nationality : _____

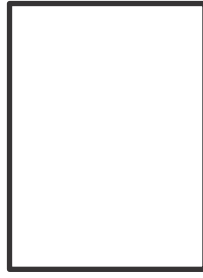
Residential Status : _____

[Resident / Non-Resident / Foreign National / Person of Indian Origin]

PAN : _____

Aadhar Card No. : _____

Third Applicant



Applicant Name : Mr / Mrs / Smt :- _____

Son / Wife / Daughter of : Mr / Mrs:- _____

Age : _____ Years

Profession (Designation)

/occupation : _____

Name of Company /Organization

Currently working : _____

Present Mailing Address : _____

City : _____

State : _____

Pin Code No : _____

Permanent Address : _____

City : _____

State : _____

Pin Code No : _____

Telephone No / Fax No : _____

Mob No. : _____

Please add space for another mobile number and email address

E-Mail address : _____

Nationality : _____

Residential Status : _____

[Resident / Non-Resident / Foreign National / Person of Indian Origin]

PAN : _____

Aadhar Card No. : _____

INFORMATION ABOUT THE NON-INDIVIDUAL APPLICANT

Name of Company : _____

Authorized Rep. Name : _____

Date of Incorporation : _____

Registered Office Address : _____

City : _____

State : _____

Pin Code No : _____

Correspondence Address : _____

City : _____

State : _____

Pin Code No : _____

INFORMATION ABOUT THE APPLICANT

(In case applicant is a Partnership Firm / LLP)

Name of Firm : _____

Authorized Partner : _____

Date of Formation : _____

Registered Office Address : _____

City : _____

State : _____

Pin Code No : _____

Correspondence Address : _____

City : _____

State : _____

Pin Code No : _____

Tel/Fax Mob: : _____

E-Mail address : _____

Nationality : _____

Residential Status : _____

[Resident / Non-Resident /
Foreign Firm]

PAN : _____

DOCUMENTS FURNISHED BY THE APPLICANT

1. Individual Resident of India

- ☐ Copy of Pan Card
- ☐ Copy of Aadhar Card
- ☐ 2 Passport size Photographs
- ☐ Address proof

2. Partnership Firm

- ☐ Copy of Pan Card of the partnership Firm.
- ☐ 2 Passport size Photographs
- ☐ Copy of partnership Deed
- ☐ In case of one of the partners has signed the documents, an authority letter from other partners' authority from other partners authorizing the said person to act on behalf of the Firm.

3. Private Limited& Limited Company

- ☐ Copy of Pan Card of the Company
- ☐ 2 Passport size Photographs
- ☐ Article of Association& Memorandum of Association duly signed by the Company Sectary of the Company
- ☐ Board Resolution authorizing the Signatory of the application to buy property on behalf of the company

4. Hindu Undivided Family (HUF)

- ☐ Copy Of Pan card of HUF
- ☐ 2 Passport size Photographs
- ☐ Authority letter from all coparceners' authorizing the Karta to act on behalf of the HUF

5. NRI / Person of Indian Origin

- ☐ Copy of the individual's Passport
- ☐ 2 Passport size Photographs
- ☐ NRE / NRO account no & Bank / Branch

MODE OF BOOKING

(i) Direct (_____)

(ii) Property Dealer / Channel Partner/Broker (_____)

(Mention name & address of the Dealer/Channel Partner/Broker with stamp)

Name:
RERA Registration No.:
Address:
Signature:
Stamp & Date:

Declaration: I / we, the Applicant (s) do hereby declare that the above particulars/information provided by me/us in this application and its enclosures is true and correct.

Yours faithfully,

[Signature]
First Applicant

[Signature]
Second

[Signature]
Third

Signature of Site / Sales Manager of MLDL

Date: _____

Fit-out Guidelines

PROCEDURE – BEFORE BEGINNING THE INTERIOR WORKS

The Allottee shall follow the below mentioned procedure to carry out any interior works in the Apartment –

1. At the time of possession, the Allottee has to inform / intimate about interior requirements to Customer Relationship Management ('CRM') / Facility Management ('FM') team (forms for the same will be made available at the time of possession).
2. The Allottee shall submit interior design drawing to the CRM / FM team for Promoter's approval.
3. The Promoter will review the design and return it with its comments.
4. If required, the Allottee shall submit revised plans after incorporating the suggestion made by the Promoter.
5. Final approval will be provided by the Promoter to the Allottee to start the interiors (only for the compatibility to building structure and the systems).
6. The Allottee shall ensure that the interiors are made only as per the approved designs and safety laws.

Following inputs/documents are required from residents for the approvals:

Activities that require approval	Activities that do not require approval
General layout drawing of the Apartment	Internal Apartment Painting

Activities that require approval	Activities that do not require approval
Location of heavy equipment which have an imposed loading on the flooring.	Installation of Assembled Kitchen trolleys,
Detailed Plan of changes in plumbing fixtures/ addition or alteration in plumbing lines.	Hanging of Photo Frames/ LED TVs
Locations of light fittings and fixtures.	Installation of Assembled furniture
Layout of sprinkler line or proposed modifications in the existing ones, if applicable	Installation of washroom accessories (Mirror, Towel rods)
Overall schematic wiring diagrams with cable sizes if change is to be made.	Hanging of window curtains and accessories
Connected Electrical load.	Replacement/ installation of light fixtures.

INDEMNITY LETTER AND INTEREST FREE DEPOSIT:

Along with the submission of the drawings for the proposed work to the Promoter, the Allottee before the commencement of any renovation works, shall execute an Indemnity letter in favour of the Promoter (format prescribed by the Promoter to be collected from the CRM / FM team) and pay an interest free security deposit as mentioned below (hereinafter referred to as "**the Fit-out Deposit**") for the performance and observance of the terms and conditions setout by the Promoter for implementing the fit-out works by the

Allottee and the Allottee's contractor or their staff. **Cheque shall be drawn in favor of**
' _____ / A/c - Fit-out deposit'

APARTMENT TYPE	AMOUNT IN RS.
1 BHK	
2 BHK	
2.5 BHK	
3 BHK	
Row House	
Duplex	

- The Fit-out deposit shall only be refunded to the Allottee after one month from date of completion of the fit-out works subject to (i) no damage being caused to any part of the building including common areas or the equipment therein and to all building materials and (ii) debris being completely removed from the Project. The Promoter is entitled to, at its discretion, and if he deems fit (but not responsible for) to rectify any damage caused by Allottee or remove any debris which Allottee failed to remove, at the cost of the Allottee and the Promoter is entitled to deduct such amount alongwith penalty from the Fit-out deposit and refund the balance amount, if any.

PROCEDURE – AFTER OBTAINING THE APPROVALS:

- The Allottee shall procure, at its cost, all the necessary Governmental and/or Statutory consents, permissions and approvals in respect of the interior works (hereinafter referred to as "**Consents**").

- The Allottee shall carry out interior works in accordance with plans and specifications as approved by the Promoter and the relevant Governmental and/or Statutory authorities, as the case may be.
- All costs and expenses of the interior work shall be borne and paid solely by the Allottee.
- The Allottee shall pay any charge or levy which may be imposed under any statute in respect of any interior works.
- Before any unloading of the material, the Allottee has to inform the Property Manager about the entry of vehicles having height more than 2.4 meters in the podium area of the building.
- The Allottee is responsible for all acts of its consultants and contractors (including their staff, workers and vehicles).
- A list of contractors (including their staff and workers) shall be produced along with a copy of ID proofs. The objective is to maintain the permanent and temporary address proof of workers for reference in case of any untoward incident of theft, robbery during the police investigation.
- All interior works shall be conducted between **9.00 am to 6.00 pm**. No noisy work shall be carried out from 2.00 pm to 4.00 pm and also on Sundays and National holidays. The schedules shall be reviewed by the Promoter from time to time as per occupancy level in the building for the convenience of all residents.
- Construction workers should leave the premises before 6.30 pm (no one is allowed to stay in the flat, during the night).
- Proper gate pass will be issued by the security for sending any materials required for interior works.
- Ensure that toilets are locked during the interior work, to prevent choking of drains and all taps should be closed before leaving the Apartment.
- The interior works shall be done by a contractor approved by the Promoter and appointed by the Allottee.

- Any damages & losses to any other apartment due to interior works shall be entirely compensated by the Allottee conducting such works.
- The Allottee shall permit the Promoter and their surveyors and agents/Property Management Team / CRM / FM team with or without workmen and others at reasonable times to enter into the Apartment for the purpose of any maintenance requirement.
- The Allottee shall ensure water-proofing of the area, before any modifications are carried out in the bathrooms, while replacement of tiles in the Apartment or while carrying out any other civil changes.
- In the event of the Allottee fails to pay the penalty and rectify the default of its obligation within one month, then the Promoter has a right to enter upon the Apartment and rectify the fault/make necessary changes at the risk and cost of the Allottee.
- The Allottee shall ensure that the interior work shall not hamper or affect in any manner the insurance cover, if any, obtained by the Promoter in respect of the structure of the building or for defect liability purpose.

FINAL CHECKLIST –

DO'S BY ALLOTTEE

- Carryout the Fit-out works as per the approved interior plans only.
- Paste a copy of the approved interior plan in the living room during interior works.
- Carry out the water proofing works by keeping Property Management and Interior Engineers in the loop.
- Remove all debris of the Apartment out of the building, at such timing and in such a manner as directed by the Property Management Team / CRM / FM Team.
Rs. _____/- penalty per incident shall be imposed for violation.

DON'T'S BY ALLOTTEE

- Do not deface the external elevation of the Building
- Do not carry out external modifications on main entrance doors
- Do not cause any damage to the columns, beams, slabs and RCC Walls
- Do not break the ledge walls near the Windows
- Do not rise or carryout any modifications on the floor level of the Dry/Utility area
- Do not modify the windows in Master Bedroom and Kitchen to access the Dry/Utility area
- Do not do tiling work on balcony or utility or flower bed area
- Do not install any sink in the Dry/Utility area
- Do not install wash basin near dining area in living room
- Do not put Awnings in balcony
- Do not install or use any electrical installation, machines or apparatus that may cause heavy power surge, high frequency voltage and current, air borne noise, vibration or any electrical or mechanical interference or disturbance
- Do not store any hazardous, combustible or dangerous goods inside the Apartment or refugee floor

COMPLETION OF INTERIOR WORKS

- On completion of the Interior Works, the Allottee shall submit a completion letter stating no modifications to the base building infrastructure have been carried out other than those approved by the Promoter and the Property Management Team / CRM / FM team shall be permitted to inspect the interior works of the Apartment. The Allottee who has completed interior works without any violation as certified by CRM / FM team / Promoter shall be issued with a 'Fit-out Completion Certificate' by the CRM / FM Team.

NO LIABILITY OF PROMOTER, ITS PROPERTY MANAGEMENT TEAM OR CRM/FM TEAM OR CONSULTANTS

- Neither the Promoter nor the Property Management Team / CRM / FM team shall not be responsible for the work carried out or to be carried out by the Allottee.
- Approval of plans, grant of permission to carry out any work etc., does not mean that the proposed works, fittings and other specifications are appropriate, legally permissible or technically satisfactory.
- Neither the Promoter nor the Property Management Team / CRM / FM team shall be held liable for any delay in the commencement or completion of the work.

RULES AND REGULATIONS FOR CONTRACTOR'S WORKMEN

- Before beginning any construction/interior work, the Allottee shall ensure that the contractor and their employees understand the rules and regulation set-down for them. The purpose of this exercise is to maintain certain decorum in the complex.
- Conduct an initial walk through of the job before starting the work. The contractor's Supervisor and Property Management Team / CRM / FM team with Security will review rules and regulations and check the existing conditions of the Apartment.
- All works will require a Work permit issued by the Property Management Team / CRM / FM team. The Property Management Team / CRM / FM team must approve any exceptions in writing.
- No one shall be allowed to endanger the buildings, its premises or other apartments in any manner whatsoever. If such a situation occurs, then the contractor, sub-contractor, supplier, vendors etc. shall immediately take steps to correct and eliminate any hazardous condition.
- If, in the opinion of the Promoter and the Property Management Team / CRM / FM team, any part of the work is likely to lead to damage the building or the common areas, the Promoter and the Property Management Team / CRM / FM team will suspend the work with immediate effect.

- The Contractor shall ensure that all workers must wear proper PPE (personal protection equipment) with respect to their works.
- No graffiti or vandalism will be tolerated. Any individual caught in the act shall be immediately removed from the Project and will not be allowed to return. In addition, all repairs will be at the expense of the Allottee.
- The Allottee shall ensure that their contractor's workmen do not use the Apartment for any illegal or immoral purposes and cooking food.
- All contractors' personnel will enter and exit through a designated entrance and through a designated service elevator. Use of building main floor, lobbies, or elevator lobbies is prohibited for storing material even on a temporary basis.
- The Contractors' workers shall not loiter around the building and shall confine to their work place only. If any worker is found to be loitering suspiciously, he will be fined Rs.500/- by the Property Management Team and the contractor will be responsible to pay this fine.
- The Allottee or its contractor shall not be permitted to post any signage in the common areas advertising the name of the contractor or sub-contractor.

MATERIALS MOVEMENT

- The handling of items requiring special treatment (due to weight or dimension, must be reviewed and arranged with the Property Management Team.
- The Allottee should ensure that all contractors use only rubber wheeled trolleys or carts (in addition to manual carrying) for transportation of any item in the building.

GOODS VEHICLES RESTRICTIONS

- Heavy vehicles will be permitted only at area designated for loading & unloading. No heavy vehicle will be allowed to park on the parking slab.
- Goods will have to be transported through smaller vehicles or other means to the Building.

- After removing the disposal bins from the designated areas, the contractor shall restore the area to a tidy broom-swept condition with no materials left within or around the designated area.

SECURITY POLICY – DURING INTERIOR WORKS

- The Allottee shall be responsible for the physical security of their Apartment and the contents thereof throughout the construction period. Neither the Promoter nor the Property Management Team will be responsible for any loss or theft from the site.
- The contractor's workers shall be required to check in with security at the designated entrance, sign in and hand over their Id Cards. Passes / token will be issued in return and these should be displayed/preserved by each worker at all times when in the building.
- On leaving, every worker will be frisked physically & baggage checked, after which workers would be provided with their ID Cards' in lieu of the passes / token.