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.

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, 243A/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 14th October, 2016 for Building No. 1 (Wing B1 and B2) and IOD bearing no. CHE/WS/1298/K/337 (New) dated 14th 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 25th April, 2016 for Building No. 1 (Wing B1 and B2) and CC bearing No. CHE/WS/1298/K/337(N) dated 25th 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 Promother 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 15th day from the date of registration	5%					

	of the Agreement						
4	On or before 30th 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 completion of the slabs including podiums and stilts of the building	not exceeding 70%					
7	To be paid on completion of the walls, internal plaster, floorings	not exceeding 75%					

	doors and windows of the said Apartment					
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 protection, paving of areas appertain and all other requirements as may be prescribed in this Agreement	not exceeding 95%				
11	To be paid at the time of handing over of the	Balance Amount				

	possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate, as the case may be.					
	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 31st day of October 2019 **("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 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.

6.8 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.

6.9 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.

6.10 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.

6.11 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 Promotor to the Allottee intimating that the said Apartment is ready for use and occupancy.

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 Alottee and/or due to breach of any covenants of the Allottee given in this Agreement.

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, Pardis 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 non-observance 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

(Wing wise Project Amenities)

Sr. No.	Proposed Amenity	Building No. 1		Building No. 2		Remark
		wing B1	wing B2	wing B3	wing B4	
1	Entrance lobby at ground floor	Provided	Provided	Provided	Provided	
2	Typical lift lobbies at each floor	Provided	Provided	Provided	Provided	
3	Lifts	Provided	Provided	Provided	Provided	per wing 2 lifts are provided
4	Staircase	Provided	Provided	Provided	Provided	1 staircase per wing is provided
5	Refuge area	Provided	Provided	Provided	Provided	provided as per requirement
6	Overhead water tanks	Provided	Provided	Provided	Provided	provided as per requirement
7	Parking	Provided	Provided	Provided	Provided	provided in mechnised car park tower

FOURTH SCHEDULE

(Real Estate Project Amenities)

Sr.No	Common Amenities	Proposed	Details
1	Internal Roads and footpaths	Yes	
2	Water supply	Yes	
3	Sewerage (Chember , Lines , Septic Tanks , STP)	Yes	
4	Strome water drain	Yes	
5	Landscaping and Tree planting	Yes	
6	Street Lighting	Yes	
7	Treatment and disposal of sewage and sullage water	Yes	
8	Solid waste management and disposal	Yes	
9	Water conversation and rainwater harvesting	Yes	
10	Energy Management	Yes	
11	Fire protection and fire safety requirements	Yes	
12	Electrical Meter room , Substation , Receiving station	Yes	
13	Aggregate area of recretional open spaces	Yes	
14	Multipurpose Hall	Yes	Proposed within stilt
15	AV Room	Yes	Proposed within stilt
16	Games room	Yes	Proposed within stilt
17	Swimming pool	Yes	Proposed within stilt
18	steam room	Yes	Proposed within stilt
19	Gym	Yes	Proposed within stilt
20	recreational ground	Yes	

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)

Please affix photograph and sign across the photograph	Please affix photograph and sign across the photograph

(1) _____

(2) _____

At _____on _____

in the presence of:

WITNESSES:

1. Name _____

   Signature _____

2. Name _____

   Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

Please affix photograph and sign across the photograph

(1) _____

(Authorized Signatory)

WITNESSES:

1. Name _____

   Signature _____

2. Name _____

   Signature _____

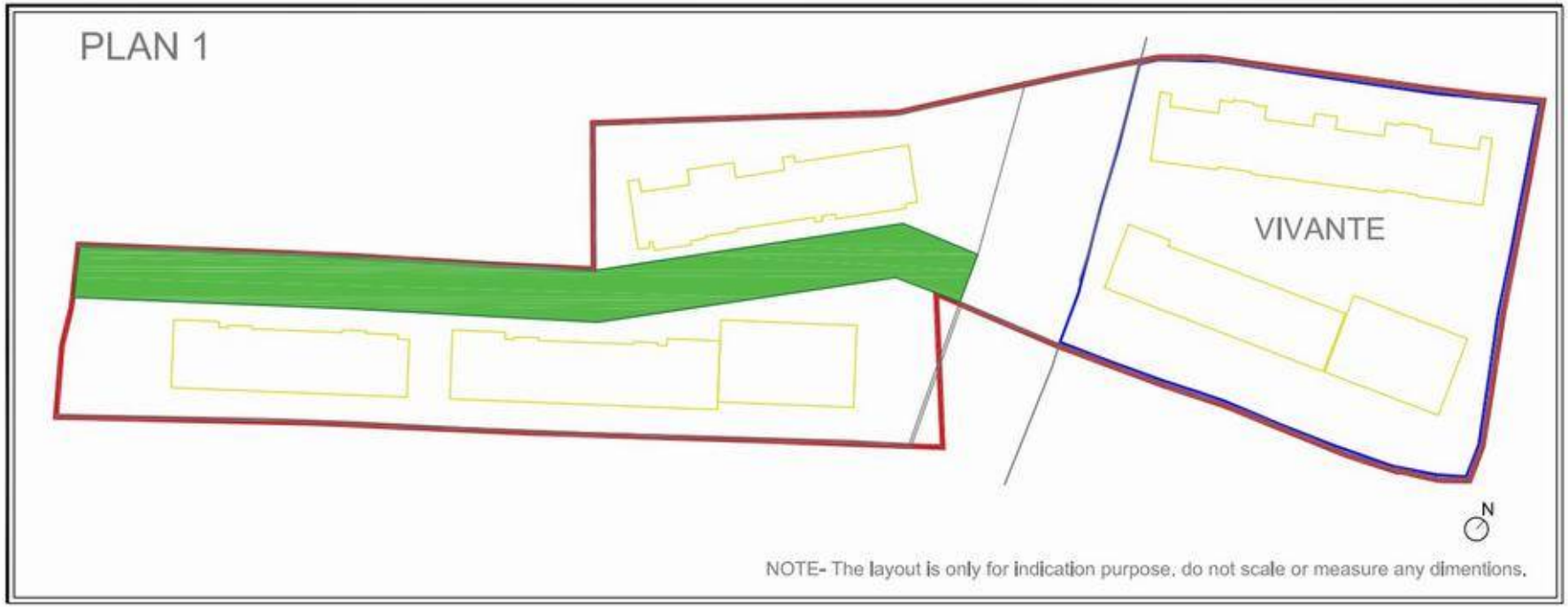
Annexures -

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 14th October, 2016 for Building No. 1 (Wing B1 and B2) and IOD bearing	Collectively F

	no. CHE/WS/1298/K/337 (New) dated 14th October, 2016 for Building No 2 (Wing B3 and B4) issued by MCGM	
8	Commencement Certificate **("CC")** bearing no. CHE/WS/1477/K/337(a) dated 25th April, 2016 for Building No. 1 (Wing B1 and B2) and CC bearing No. CHE/WS/1298/K/337(N) dated 25th 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)


PLAN 1
VIVANTE
N
NOTE- The layout is only for indication purpose, do not scale or measure any dimentions.

मालमत्ता पत्रक

विभाग/मौजे -- गुंदवली तालुका/न.भु.मा.का. -- न.भू.अ.विलेपार्ले जिल्हा -- मुंबई उपनगर जिल्हा

भार भुमापन क्रमांक / फा. क्रों. नं.	शिट नंबर	प्लाट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला द्यिलल्या आकारणीचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ)
२४३अ			५१४५.८	[शेती] क	बिनशेती सारा वार्षिक र.रू.२१,१४९/- सन २००४ ते २००५

सुविधाधिकार ----

हक्काचा मुळ धारक वर्ग ------

पट्टेदार ---

इतर भार ---

इतर शेरे ---

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षाकंन
०४/०९/२००४	मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांजकडील पो.वि.आदेश क्र.सी./कार्या.३क/एकत्री/ पो.वि.एस.आर.ए.- ४३० दि. ४/६/२००४ व त्या सोबतचा मंजुर अभिन्यास व नगर भुमापन अधिकारी याजकडील आदेश क्र.न.भु.अ.विलेपार्ले/ न.भु.गुंदवली/ न.भु.क्र.२४३/प.भु.१०/ २००४ दि. ४/९/२००४ व मो.र.न.अ.१६१/०४ अन्वये मुळ न.भू.क्र. २४३अ क्षेत्र ५१४५.८ चो.मी.क्षेत्राची नविन मिळकत पत्रिका उघडुन सत्ताप्रकार " शेती " दाखल केला. व धारकांची नांवे दाखल केली. [धारक] [मे.जर्मन रेमेडीज लिमिटेड] [(मे.कॅडीला हेल्थ केअर लीं.)]			फे रफार क्र.१०६ प्रमाणे सही - ०४/०९/२००४ न.भु.अ.विलेपार्ले
२६/०२/२०१३	मा.जिल्हाधिकारी, मुंबई उप. जिल्हा यांचेकडील आदेश नं. सी/ डेस्क -३सी/ एल एन डी/ एन ए पी/ एस.आर.ए.७९८ दि.२१/७/२००५ व इकडील अति अतितातडी बिनशेती मो.र.नं. १/२०१३ अन्वये न.भू.अ. विलेपार्ले यांचेकडील आदेश क्र.नं.भू.अ.वि.पा./ गुंदवली/प.भू.९/२०१३ दि.२५/२/१३ अन्वये न.भू.क्र.२४३अ या मिळकत पत्रिकेवर औद्योगिक प्रयोजनार्थ बिनशेतीकडे वर्ग अशी नोंद घेऊन सत्ता प्रकार "क" दाखल केला व बिनशेती सारा वार्षिक र.रू.२१,१४९/- सन २००४ ते २००५ अखेर अशी नोंद घेतली			फे रफार क्र.३१५ प्रमाणे सही - २८/०२/२०१३ न.भू.अ.,विलेपार्ले
०८/०३/२०१३	सह दुय्यम निबंधक अंधेरी-३, मुं. उप.जि. यांचे कडील र.द.क्र बदर-९/५८८७/२००४ दि. २८/१०/२००४ अन्वये खरेदी देणार जर्मन रेमेडीज (कॅडीला हेल्थ केअर लिमि.) यांचे नांव कमी करून खरेदी घेणार अलताना फार्मा प्रा.लि. यांचे नाव दाखल केल्याची नोंद दाखल केली.	-	[धा.] [अलताना फार्मा प्रा.लिमी.]	फे रफार क्र.३१६ प्रमाणे सही - ०८/०३/२०१३ न.भू.अ.,विलेपार्ले
१८/०३/२०१३	रजिस्ट्रार ऑफ कंपनी महाराष्ट्र, मुंबई यांचेकडील प्रमाणपत्र क्र.U२४२३९ MH२००४ PTC१४८५४५ दि.२७/८/२००७ अन्वये न.भू.क्र.२४३अ या मिळकतीवर दाखल असलेल्या अलताना फार्मा प्रा.लि. हे नांव बदलून नायकोमेड फार्मा प्रा. लि. असे नांव दाखल केले.	-	धा. नायकोमेड फार्मा प्रा. लि.	फे रफार क्र.३१७ प्रमाणे सही - ०८/०३/२०१३ न.भू.अ.,विलेपार्ले
२३/०८/२०१३	सह दु.नि.अंधेरी -२ यांचेकडील नोंदणीकृत दस्त क्रमांक २०६४/१३ अन्वये खरेदी देणार नायकोमेड फार्मा प्रा.लि. यांचे नांव कमी करुन खरेदी घेणार यांचे नांव धारक सदरी दाखल केले.	नोंदणीकृत दस्त बदर-४/२०६४/ १३ दि.२०/३/१३	धारक महिंद्रा लाईफस्पेस डेव्हलपर्स लि.	फे रफार क्र.३२७ प्रमाणे सही - २३/०८/२०१३ न.भू.अ.,विलेपार्ले

मालमत्ता पत्रक

विभाग/मौजे -- गुंदवली तालुका/न.भु.मा.का. -- न.भू.अ.विलेपार्ले जिल्हा -- मुंबई उपनगर जिल्हा

नगर भुमापन क्रमांक / स.नं. / हि.नं.	शिट नंबर	प्लाट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या अधिकारपत्रा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची निर्धारित वेळ
२४३ब			६६३.९	शेती	

मुविधाधिकार ------

हक्काचा मुळ धारक वर्ष ------

पट्टेदार ------

इतर भार --------

इतर शेरे --------

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षाकंन
०४/०९/२००४	मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांजकडील पो.वि.आदेश क्र.सी./कार्या.३क/एकत्री/ पो.वि.एस.आर.ए.- ४३० दि. ४/६/२००४ व त्या सोबतचा मंजुर अभिन्यास व नगर भुमापन अधिकारी विलेपार्लेयाजकडील आदेश क्र.न.भु.अ.विलेपार्ले/ न.भु.गुंदवली/ न.भु.क्र.२४३/प.भु.१०/ २००४ दि. ४/९/२००४ व मो.र.न.अ.१६१/०४ अन्वये मुळ न.भू.क्र. २४३ब क्षेत्र ६६३.९ चौ.मी.क्षेत्राची नविन मिळकत पत्रिका उघडुन सत्ताप्रकार " शेती " दाखल केला. व डी.पी.रोड करिता धारक मे.जर्मन रेमेडीज लिमिटेड (मे.कॅडीला हेल्थ केअर ली.)			फे रफार क्र.१०६ प्रमाणे सही - ०४/०९/२००४ न.भु.अ.विलेपार्ले
१९/११/२०१५	मा.जमाबंदी आयुक्त आणि संचालक भूमि अभिलेख (म.राज्य) पुणे यांचेकडील परिपत्रक क्र.ना.भू.१/ मि.प./अक्षरी नोंद/२०१५ पुणे दि. १६/२/२०१५ व इकडील आदेश क्र.न.भू.गुदंवली /फे.क्र३८३/२०१५ दिनांक /१९/११/२०१५ अन्वये मिळकत पत्रिकेवर नमूद अंकी क्षेत्र अक्षरी सहाशे त्रेसष्ट चौरसमीटर नऊ दशांश चौ.मी.दाखल केले.			फे रफार क्र.३८२ प्रमाणे सही - १९/११/२०१५ न.भू.अ.,विलेपार्ले

तपासणी कारणारा - 9032

खरी नक्कल -

न.भू.अ.विलेपार्ले
मुंबई उपनगर जिल्हा

अतय प्रतिलिपी

मालमत्ता पत्रक

विभाग/मौजे -- गुंदवली / तालुका/न.भु.मा.का. -- न.भू.अ.विलेपार्ले / जिल्हा -- मुंबई उपनगर जिल्हा

नगर भुमापन क्रमांक / फा. पट्टी नं.	शिट नंबर	प्लाट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलल्या आकारणीचा किंवा बाड्यांचा तपशील आणि त्यांच्या फेर तपासणीची नियत वेळ)
२४३क			१६४७.९	शेती	

सुविधाधिकार --------

हक्काचा मुळ धारक वर्ष -----

पट्टेदार --------

इतर भार --------

इतर शेरे ---------

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षाकंन
०४/०९/२००४	मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांजकडील पो.वि.आदेश क्र.सी./कार्या.३क/एकत्री/ पो.वि.एस.आर.ए.- ४३० दि. ४/६/२००४ व त्या सोबतचा मंजुर अभिन्यास व नगर भुमापन अधिकारी विलेपार्ले याजकडील आदेश क्र.न.भु.अ.विलेपार्ले/ न.भु.गुंदवली/ न.भु.क्र.२४३/प.भु.१०/ २००४ दि. ४/६/२००४ व मो.र.न.अ.१६१/०४ अन्वये मुळ न.भू.क्र. २४३क क्षेत्र १६४७.९ चौ.मी.क्षेत्रांची नविन मिळकत पत्रिका उघडुन सत्ताप्रकार " शेती " दाखल केला. व धारकांची नांवे दाखल केली. ---- धारक ---- मे.जर्मन रेमेडीज लिमिटेड (मे.कॅडीला हेल्थ केअर ली.)			फे रफार क्र.१०६ प्रमाणे सही - ०४/०९/२००४ न.भु.अ.विलेपार्ले
१९/११/२०१५	मा.जमाबंदी आयुक्त आणि संचालक भूमि अभिलेख (म.राज्य) पुणे यांचेकडील परिपत्रक क्र.ना.भू.१/ मि.प./अक्षरी नोंद/२०१५ पुणे दि. १६/२/२०१५ व इकडील आदेश क्र.न.भू.गुदंवली /फे.क्र३८२/२०१५ दिनांक १९/११/२०१५ अन्वये मिळकत पत्रिकेवर नमूद अंकी क्षेत्र अक्षरी एक हजार सहाशे सत्तेचाळीस पूर्णांक नऊ दशांश चौ.मी.दाखल केले.			फे रफार क्र.३८२ प्रमाणे सही - १९/११/२०१५ न.भू.अ.,विलेपार्ले

तपासणी करणारा - 9032

खरी नक्कल -

न.भू.अ.विलेपार्ले
मुंबई उपनगर जिल्हा

सत्य प्रतिलिपी

सहा. भूमापन अधिकारी, विलेपार्ले

मालमत्ता पत्रक

विभाग/मौजे -- गुंदवली तालुका/न.भु.मा.का. -- न.भू.अ.विलेपार्ले जिल्हा -- मुंबई उपनगर जिल्हा

भार भूमापन क्रमांक / फा. पट्टी. नं.	शिट नंबर	प्लाट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या हीकाऱ्णीचा किंवा भाडेपट्टा, तपशील आणि त्याच्या फेर तपासणीची नियत वेळ
२४७	-				
---			चौ.मिटर. २२९०.५	C	बीन शेती सारा.

सुविधाधिकार --

हक्काचा मुळ धारक वर्ष [टेडिंग्टन केमिकल फॅक्टरी.]
[खरेदी खत ९०००० रू.नरीमन सोराबजी कडून]
[खरेदी मुंबई एस्.आर्.नं.६२८९/१/९]
[ता.१०-८-६०]

पट्टेदार ----

इतर भार --

इतर शेरे --

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षाकंन
२२/०४/१९७१	आदेश क्र.न.भू.२४७/ २४८ गुंदवली दि.२१-४-७१ व हाय कोर्ट,कंपनी पिटीशन नं.१९/१९६२ दि.२६-४-६२.	S.I.	(H) रॅलीज इंडिया लिमिटेड.	सही - १९७१-०६-०३ न.भू.अ. क्र.४मुंबई m
२२/०४/१९७१	आदेश क्र.न.भू.२४७/ २४८ गुंदवली दि.२१-४-७१ व खरेदी रू.६५५०००/- दि.३१-८-७० स.र.१९०६	S.I.	(H) जर्मन रेमेडीज प्रायव्हेट लिमिटेड.	सही - १९७१-०६-०३ न.भू.अ. क्र.४मुंबई m
१४/०१/२०११	मा. अपर जिल्हाधिकारी (ना.क्षे.कम.) बृहन्मुंबई यांचेकडील पत्र क्र. सी/यु.एल.सी./ कार्या-३ /से-२०/औद्यो /२०१० दि. ६/१२/२०१० व सामान्य प्रशासन विभाग उद्योग संचलनालय यांचेकडील क्र. यु.एल.सी./जी-२८/आय.सी./जी.ए.डी./२००४सी-११४०२ दि. १६-४-२००४ अन्वये ना.क्षे.क.धा.अधि १९७६ का.क.२० नुसार नगर भूमापन गुंदवली येथील न.भू.क्र.२४७ मध्ये " औद्योगिक प्रयोजनार्थ व पूर्व परवानगी शिवाय हस्तांतरणास प्रतिबंध " अशी नोंद दाखल केली.			फे रफार क्र.२५४ प्रमाणे सही - १४/१/२०११ न.भू.अ.,विलेपार्ले
०८/११/२०१२	मा. अपर जिल्हाधिकारी व स. प्रा. (ना.क्षे.क.म.) बृहन्मुंबई यांचेकडील क्र.सी/यु एल सी/डे-३/से-२०/२०१२ दि.३१ ऑगस्ट २०१२ चे आदेश व अर्जदार यांचा दि.१२/९/२०१२ रोजीचे विनंती अर्जान्वये गुंदवली येथील न.भू.क्र.२४७ या मिळकत पत्रिकेवर दि.१४/१/२०११ रोजी घेण्यात आलेली "औद्योगिक प्रयोजनार्थ व शासनाच्या पुर्व परवानगी शिवाय हस्तांतरणास प्रतिबंध" ही नोंद इकडील आदेश क्र.न.भू.अ.विपा/गुंदवली/फे.फा.क्र.३०२/१२ दि.८/११/१२ अन्वये कमी केली.			फे रफार क्र.३०२ प्रमाणे सही - ०८/११/२०१२ न.भू.अ.,विलेपार्ले
२८/०२/२०१३	मा. उच्च न्यायालय, मुंबई यांचेकडील कंपनी पिटीशन नं.२८१/२००३ दि.८/८/२००३ अन्वये जर्मन रेमेडीज चे कॅडीला हेल्थ केअर लिमि. मध्ये विलीन झाल्याने जर्मन रेमेडीज चे नांव कमी करून न.भू.क्र.२४७, २४७/१ ते ३, २४८, २४८/१ या मिळकतीवर कॅडील हेल्थ केअर लिमि. यांचे नांव दाखल केलेची नोंद दाखल केली.	-	[धा.] [कॅडीला हेल्थ केअर लिमि.]	फे रफार क्र.३०९ प्रमाणे सही - २८/०२/२०१३ न.भू.अ.,विलेपार्ले
२८/०२/२०१३	सह दुय्यम निबंधक अंधेरी-३, मुं. उप जिल्हा यांचे कडील र.द.क्र बदर-९/५८८७/२००४ दि. २८/१०/२००४ अन्वये खरेदी देणार कॅडीला हेल्थ केअर लिमि. यांचे नांव कमी करून खरेदी घेणार यांचे नाव दाखल केल्याची नोंद दाखल केली.	-	[धा.] [अलताना फार्मा प्रा. लि.]	फे रफार क्र.३१० प्रमाणे सही - २८/२/२०१३ न.भू.अ.,विलेपार्ले

मालमत्ता पत्रक

विभाग/मौजे -- गुंदवली तालुका/न.भू.मा.का. -- न.भू.अ.विलेपार्ले जिल्हा -- मुंबई उपनगर जिल्हा

नगर भूमापन क्रमांक / का. प्लॉ. नं.	शिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकाराचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ
२४७/१					
--			चौ.मिटर. ४६.३	C	बीन शेती सर्वे

सुविधाधिकार ---

हक्काचा मुळ धारक वर्ष [टेडिंग्टन केमिकल फॅक्टरी.]
[खरेदी खत रू.९०००० रू.नरीमन सोराबजी कडून]
[खरेदी मुंबई एस्.आर्.नं.६२८९/१/९]
[ता.१०-८-६०]

पट्टेदार --

इतर भार ---

इतर शेरे ---

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षाकंन
२२/०४/१९७१	न.भू.क्र.२४७ प्रमाणे.	-	(H) रॅलीज इंडिया लिमिटेड.	सही - १९७१-०६-०३ न.भू.अ. क्र.४मुंबई m
२२/०४/१९७१	न.भू.क्र.२४७ प्रमाणे.	--	(H) जर्मन रेमेडीज प्रायव्हेट लिमिटेड.	सही - १९७१-०६-०३ न.भू.अ. क्र.४मुंबई m
१४/०१/२०११	मा. अपर जिल्हाधिकारी (ना.क्षे.कम.) बृहन्मुंबई यांचेकडील पत्र क्र. सी/यु.एल.सी./कार्या-३/से-२०/औद्यो/२०१० दि. ६/१२/२०१० व सामान्य प्रशासन विभाग उद्योग संचलनालय यांचेकडील क्र. यु.एल.सी./जी-२८/आय.सी./जी.ए.डी./२००४सी-११४०२ दि. १६-४-२००४ अन्वये ना.क्षे.क.धा.अधि १९७६ का.क.२० नुसार नगर भूमापन गुंदवली येथील न.भू.क्र.२४७/१ मध्ये " औद्योगिक प्रयोजनार्थ व पूर्व परवानगी शिवाय हस्तांतरणास प्रतिबंध " अशी नोंद दाखल केली.			फे रफारू क्र.२५४ प्रमाणे सही - १४/१/२०११ न.भू.अ.,विलेपार्ले
०८/११/२०१२	मा. अपर जिल्हाधिकारी व स. प्रा. (ना.क्षे.क.म.) बृहन्मुंबई यांचेकडील क्र.सी/यु एल सी/डे-३/से-२०/२०१२ दि.३१ ऑगस्ट २०१२ चे आदेश व अर्जदार यांचा दि.१२/९/२०१२ रोजीचे विनंती अर्जान्वये गुंदवली येथील न.भू.क्र.२४७/१ या मिळकत पत्रिकेवर दि.१४/१/२०११ रोजी घेण्यात आलेली "औद्योगिक प्रयोजनार्थ व शासनाच्या पुर्व परवानगी शिवाय हस्तांतरणास प्रतिबंध" ही नोंद इकडील आदेश क्र.न.भू.अ.विपा/गुंदवली/फे.फा.क्र.३०२/१२ दि.८/११/१२ अन्वये कमी केली.			फे रफारू क्र.३०२ प्रमाणे सही - ०८/११/२०१२ न.भू.अ.,विलेपार्ले
२८/०२/२०१३	मा. उच्च न्यायालय, मुंबई यांचेकडील कंपनी पिटीशन नं.२८१/२००३ दि.८/८/२००३ अन्वये जर्मन रेमेडीज चे कॅडीला हेल्थ केअर लिमि. मध्ये विलीन झाल्याने जर्मन रेमेडीज चे नांव कमी करून न.भू.क्र.२४७, २४७/१ ते ३, २४८, २४८/१ या मिळकतीवर कॅडील हेल्थ केअर लिमि. यांचे नांव दाखल केलेची नोंद दाखल केली.	-	[धा] [कॅडीला हेल्थ केअर लिमि]	फे रफारू क्र.३०९ प्रमाणे सही - २८/०२/२०१३ न.भू.अ.,विलेपार्ले
२८/०२/२०१३	सह दुय्यम निबंधक अंधेरी-३, मुं. उप जिल्हा यांचे कडील र.द.क्र बदर-९/५८८७/२००४ दि. २८/१०/२००४ अन्वये खरेदी देणार कॅडीला हेल्थ केअर लिमि. यांचे नांव कमी करून खरेदी घेणार यांचे नाव दाखल केल्याची नोंद दाखल केली.	-	[धा.] [अलताना फार्मा प्रा. लि.]	फे रफारू क्र.३१० प्रमाणे सही - २८/०२/२०१३ न.भू.अ.,विलेपार्ले

मालमत्ता पत्रक

विभाग/मौजे -- गुंदवली / तालुका/न.भु.मा.का. -- न.भू.अ.विलेपार्ले जिल्हा -- मुंबई उपनगर जिल्हा

नगर भूमापन क्रमांक / फा. पत्री. नं.	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणीचा/किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीचा नियत वेळ)
२४७/२ / .				
--		चौ.मिटर. / २०८.१	C /	बीन शेती सारा. /

सुविधाधिकार --

हक्काचा मूळ धारक वर्ग / [टेडिंग्टन केमिकल फॅक्टरी.]
[खरेदा खत ९०००० रू.नरीमन सोराबजी कडून]
[खरेदी मुंबई एस्.आर्.नं.६२८९/१/९]
[ता.१०-८-६०]

पट्टेदार ---

इतर धार --

इतर शेरे --

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षाकंन
२२/०४/१९७१ /	न.भू.क्र.२४७ प्रमाणे.	--	(H) रॅलीज इंडिया लिमिटेड.	सही - १९७१-०६-०३ न.भू.अ. क्र.४मुंबई m
२२/०४/१९७१ /	न.भू.क्र.२४७ प्रमाणे.	--	(H) जर्मन रेमेडीज प्रायव्हेट लिमिटेड. .	सही - १९७१-०६-०३ न.भू.अ. क्र.४मुंबई m
१४/०१/२०११ /	मा. अपर जिल्हाधिकारी (ना.क्षे.कम.) बृहन्मुंबई यांचेकडील पत्र क्र.सी/यु.एल. सी. /कार्या-३/से-२०/औद्यो/२०१० दि. ६/१२/२०१० व सामान्य प्रशासन विभाग उद्योग संचलनालय यांचेकडील क्र. यु.एल.सी./जी-२८/आय.सी./जी.ए.डी./२००४सी-११४०२ दि. १६-४-२००४ अन्वये ना.क्षे.क.धा.अधि १९७६ का.क.२० नुसार नगर भूमापन गुंदवली येथील न.भू.क्र.२४७/२ मध्ये " औद्योगिक प्रयोजनार्थ व पूर्व परवानगी शिवाय हस्तांतरणास प्रतिबंध " अशी नोंद दाखल केली.			फे रफार क्र.२५४ प्रमाणे सही - १४/१/२०११ न.भू.अ.,विलेपार्ले
०८/११/२०१२ /	भा. अपर जिल्हाधिकारी व स. प्रा. (ना.क्षे.क.म.) बृहन्मुंबई यांचेकडील क्र.सी/यु एल सी/डे-३/से-२०/२०१२ दि.३१ ऑगस्ट २०१२ चे आदेश व अर्जदार यांचा दि.१२/९/२०१२ रोजीचे विनंती अर्जान्वये गुंदवली येथील न.भू.क्र.२४७/२ या मिळकत पत्रिकेवर दि.१४/१/२०११ रोजी घेण्यात आलेली "औद्योगिक प्रयोजनार्थ व शासनाच्या पुर्व परवानगी शिवाय हस्तांतरणास प्रतिबंध" ही नोंद इकडील आदेश क्र.न.भू.अ.विपा/गुंदवली/फे.फा.क्र.३०२/१२ दि.८/११/१२ अन्वये कमी केली.			फे रफार क्र.३०२ प्रमाणे सही - ०८/११/२०१२ न.भू.अ.,विलेपार्ले
२८/०२/२०१३ /	मा. उच्च न्यायालय, मुंबई यांचेकडील कंपनी पिटीशन नं.२८१/२००३ दि.८/८/२००३ अन्वये जर्मन रेमेडीज चे कॅडीला हेल्थ केअर लिमि. मध्ये विलीन झाल्याने जर्मन रेमेडीज चे नांव कमी करून न.भू.क्र.२४७, २४७/१ ते ३, २४८, २४८/१ या मिळकतीवर कॅडील हेल्थ केअर लिमि. यांचे नांव दाखल केलेची नोंद दाखल केली.	-	[धा.] [कॅडीला हेल्थ केअर लिमि.] /	फे रफार क्र.३०९ प्रमाणे सही - २८/०२/२०१३ न.भू.अ.,विलेपार्ले
२८/०२/२०१३ /	सह दुय्यम निबंधक अंधेरी-३, मुं. उप जिल्हा यांचे कडील र.द.क्र बदर-९/५८८७/२००४ दि. २८/१०/२००४ अन्वये खरेदी देणार कॅडीला हेल्थ केअर लिमि. यांचे नांव कमी करून खरेदी घेणार यांचे नाव दाखल केल्याची नोंद दाखल केली.	-	[धा.] [अलताना फार्मा प्रा.लि.] /	फे रफार क्र.३१० प्रमाणे सही - २८/०२/२०१३ न.भू.अ.,विलेपार्ले

मालमत्ता पत्रक

विभाग/मौजे -- गुंदवली तालुका/न.भू.मा.का. -- न.भू.अ.विलेपार्ले जिल्हा -- मुंबई उपनगर जिल्हा

भार पुनरावलोकन क्रमांक / फा. फो. नं.	शिट नंबर	प्लाट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणीचा किंवा भाडयाचा तपशील आणि त्याच्या फेर तपासणीची निश्चित वेळ
२४७/३					
---			चौ.मिटर. १०८.२	C	बीज शेती सारा.

सुविधाधिकार	---
हक्काचा मुळ धारक वर्ष	[टेडिंग्टन केमिकल फॅक्टरी.] [खरेदी खत ९०००० रू.नरीमन सोराबजी कडून] [खरेदी मुंबई एस्.आर्.नं.६२८९/१/९] [ता.१०-८-६०]
पट्टेदार	---
इतर भार	--
इतर शेरे	---

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षाकंन
२२/०४/१९७१	न.भू.क्र.२४७ प्रमाणे.	--	(H) रॅलीज इंडिया लिमिटेड.	सही - १९७१-०६-०३ न.भू.अ. क्र.४मुंबई उ
२२/०४/१९७१	न.भू.क्र.२४७ प्रमाणे.	--	(H) जर्मन रेमेडीज प्रायव्हेट लिमिटेड.	सही - १९७१-०६-०३ न.भू.अ. क्र.४मुंबई उ
१४/०१/२०११	मा. अपर जिल्हाधिकारी (ना.क्षे.कम.) बृहन्मुंबई यांचेकडील पत्र क्र. सी/यु.एल.सी./कार्या-३/से-२०/औद्यो/२०१० दि. ६/१२/२०१० व सामान्य प्रशासन विभाग उद्योग संचलनालय यांचेकडील क्र. यु.एल.सी./जी-२८/आय.सी./जी.ए.डी./२००४सी-११४०२ दि. १६-४-२००४ अन्वये ना.क्षे.क.धा.अधि १९७६ का.क.२० नुसार नगर भूमापन गुंदवली येथील न.भू.क्र.२४७/३ मध्ये " औद्योगिक प्रयोजनार्थ व पूर्व परवानगी शिवाय हस्तांतरणास प्रतिबंध " अशी नोंद दाखल केली.			फे रफार क्र.२५४ प्रमाणे सही - १४/१/२०११ न.भू.अ.,विलेपार्ले
०८/११/२०१२	मा. अपर जिल्हाधिकारी व स. प्रा. (ना.क्षे.क.म.) बृहन्मुंबई यांचेकडील क्र.सी/यु एल सी/डे-३/से-२०/२०१२ दि.३१ ऑगस्ट २०१२ चे आदेश व अर्जदार यांचा दि.१२/९/२०१२ रोजीचे विनंती अर्जान्वये गुंदवली येथील न.भू.क्र.२४७/३ या मिळकत पत्रिकेवर दि.१४/१/२०११ रोजी घेण्यात आलेली "औद्योगिक प्रयोजनार्थ व शासनाच्या पुर्व परवानगी शिवाय हस्तांतरणास प्रतिबंध" ही नोंद इकडील आदेश क्र.न.भू.अ.विपा/गुंदवली/फे.फा.क्र.३०२/१२ दि.८/११/१२ अन्वये कमी केली.			फे रफार क्र.३०२ प्रमाणे सही - ०८/११/२०१२ न.भू.अ.,विलेपार्ले
२८/०२/२०१३	मा. उच्च न्यायालय, मुंबई यांचेकडील कंपनी पिटीशन नं.२८१/२००३ दि.८/८/२००३ अन्वये जर्मन रेमेडीज चे कॅडीला हेल्थ केअर लिमि. मध्ये विलीन झाल्याने जर्मन रेमेडीज चे नांव कमी करून न.भू.क्र.२४७, २४७/१ ते ३, २४८, २४८/१ या मिळकतीवर कॅडील हेल्थ केअर लिमि. यांचे नांव दाखल केलेची नोंद दाखल केली.	-	[धा.] [कॅडीला हेल्थ केअर लिमि.]	फे रफार क्र.३०९ प्रमाणे सही - २८/०२/२०१३ न.भू.अ.,विलेपार्ले
२८/०२/२०१३	सह दुय्यम निबंधक अंधेरी-३, मुं. उप जिल्हा यांचे कडील र.द.क्र बदर-९/५८८७/२००४ दि. २८/१०/२००४ अन्वये खरेदी देणार कॅडीला हेल्थ केअर लिमि. यांचे नांव कमी करून खरेदी घेणार यांचे नाव दाखल केल्याची नोंद दाखल केली.	-	[धा.] [अलताना फार्मा प्रा.लि.]	फे रफार क्र.३१० प्रमाणे सही - २८/०२/२०१३ न.भू.अ.,विलेपार्ले

मालमत्ता पत्रक

विभाग/मौजे -- गुंदवली तालुका/न.भु.मा.का. -- न.भू.अ.विलेपार्ले जिल्हा -- मुंबई उपनगर जिल्हा

भूमापन क्रमांक / फा. पो. नं.	शिट नंबर	प्लाट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या/आकारणीचा किंवा भोगवट्याचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ
२४८	-				
--			चौ.मिटर. १७०४.८	C	बीन शेती सारा रु.२३.१२ तारीख १-८-१९२९ ते ३१-७-७९ पर्यंत.

सुविधाधिकार --

हक्काचा मुळ धारक वर्ष [टेडिंग्टन केमिकल फॅक्टरी.]
खरेदी मुंबई एस्.आर्.नं.६२८९/१/९
[ता.१०-८-६० नरीमन सोराबजी सरिवाई कडून..]

पट्टेदार --

इतर भार --

इतर शेरे --

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षाकंन
२२/०४/१९७१	न.भू.क्र.२४७ प्रमाणे.	--	(H) रॅलीज इंडिया लिमिटेड.	सही - १९७९-०६-०३ न.भू.अ. क्र.४मुंबई m
२२/०४/१९७१	न.भू.क्र.२४७ प्रमाणे.	--	(H) जर्मन रेमेडीज प्रायव्हेट लिमिटेड.	सही - १९७१-०६-०३ न.भू.अ. क्र.४मुंबई m
१४/०१/२०११	मा. अपर जिल्हाधिकारी (ना.क्षे.कम.) बृहन्मुंबई यांचेकडील पत्र क्र. सी/यु.एल.सी./कार्या-३/से-२०/औद्यो/२०१० दि. ६/१२/२०१० व सामान्य प्रशासन विभाग उद्योग संचलनालय यांचेकडील क्र. यु.एल.सी./जी-२८/आय.सी./जी.ए.डी./२००४सी-११४०२ दि. १६-४-२००४ अन्वये ना.क्षे.क.धा.अधि १९७६ का.क.२० नुसार नगर भूमापन गुंदवली येथील न.भू.क्र.२४८मध्ये " औद्योगिक प्रयोजनार्थ व पूर्व परवानगी शिवाय हस्तांतरणास प्रतिबंध " अशी नोंद दाखल केली.			फे रफार क्र.२५४ प्रमाणे सही - १४/१/२०११ न.भू.अ.,विलेपार्ले
०८/११/२०१२	मा. अपर जिल्हाधिकारी व स. प्रा. (ना.क्षे.क.म.) बृहन्मुंबई यांचेकडील क्र.सी/यु एल सी/डे-३/से-२०/२०१२ दि.३१ ऑगस्ट २०१२ चे आदेश व अर्जदार यांचा दि.१२/९/२०१२ रोजीचे विनंती अर्जान्वये गुंदवली येथील न.भू.क्र.२४८ या मिळकत पत्रिकेवर दि.१४/१/२०११ रोजी घेण्यात आलेली "औद्योगिक प्रयोजनार्थ व शासनाच्या पुर्व परवानगी शिवाय हस्तांतरणास प्रतिबंध" ही नोंद इकडील आदेश क्र.न.भू.अ.विपा/गुंदवली/फे.फा.क्र.३०२/१२ दि.८/११/१२ अन्वये कमी केली.			फे रफार क्र.३०२ प्रमाणे सही - ०८/११/२०१२ न.भू.अ.,विलेपार्ले
२८/०२/२०१३	मा. उच्च न्यायालय, मुंबई यांचेकडील कंपनी पिटीशन नं.२८१/२००३ दि.८/८/२००३ अन्वये जर्मन रेमेडीज चे कॅडीला हेल्थ केअर लिमि. मध्ये विलीन झाल्याने जर्मन रेमेडीज चे नांव कमी करून न.भू.क्र.२४७, २४७/१ ते ३, २४८, २४८/१ या मिळकतीवर कॅडील हेल्थ केअर लिमि. यांचे नांव दाखल केलेची नोंद दाखल केली.	-	[धा.] [कॅडीला हेल्थ केअर लिमि.]	फे रफार क्र.३०९ प्रमाणे सही - २८/०२/२०१३ न.भू.अ.,विलेपार्ले
२८/०२/२०१३	सह दुय्यम निबंधक अंधेरी-३, मुं. उप जिल्हा यांचे कडील र.द.क्र बदर-९/५८८७/२००४ दि. २८/१०/२००४ अन्वये खरेदी देणार कॅडीला हेल्थ केअर लिमि. यांचे नांव कमी करून खरेदी घेणार यांचे नाव दाखल केल्याची नोंद दाखल केली.	-	[धा.] [अलताना फार्मा प्रा.लि.]	फे रफार क्र.३१० प्रमाणे सही - २८/०२/२०१३ न.भू.अ.,विलेपार्ले

मालमत्ता पत्रक

विभाग/मौजे -- गुंदवली / तालुका/न.भु.मा.का. -- न.भू.अ.विलेपार्ले जिल्हा -- मुंबई उपनगर जिल्हा

नगर भूमापन क्रमांक / पा. सी. नं.	शिट नंबर	प्लाट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला द्यावयाची आकारणी वा किंवा भाड्याचा तपशील, आणि त्याबद्दल फेर तपासणीची नियत वेळ)
२४८/१ / -					
--			चौ.मिटर. ६९.३	C	बीनशेती सारा रू.२६१२ तारीख २८-२९ पासून ३१-७-८९ पर्यंत

सुविधाधिकार ---

हक्काचा मुळ धारक वर्ष / [टेंडिग्टन केमिकल फॅक्टरी.]
[खरेदी मुंबई एस्.आर्.नं.६२८९/१/९]
[ता.१०-८-६० नरीमन सोराबजी सरिवाई कडून.]

पट्टेदार --

इतर भार --

इतर शेरे --

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षाकंन
२२/०४/१९७१ /	न.भू.क्र.२४७ प्रमाणे.	--	(H) रॅलीज इंडिया लिमिटेड.	सही - १९७१-०६-०३ न.भू.अ. क्र.४मुंबई m
२२/०४/१९७१ /	न.भू.क्र.२४७ प्रमाणे.	--	(H) जर्मन रेमेडिज प्रायव्हेट लिमिटेड.	सही - १९७१-०६-०३ न.भू.अ. क्र.४मुंबई m
१४/०१/२०११ /	मा. अपर जिल्हाधिकारी (ना.क्षे.कम.) बृहन्मुंबई यांचेकडील पत्र क्र. सी/यु.एल.सी./कार्या-३/से-२०/औद्यो/२०१० दि. ६/१२/२०१० व सामान्य प्रशासन विभाग उद्योग संचलनालय यांचेकडील क्र. यु.एल.सी./जी-२८/आय.सी./जी.ए.डी./२००४सी-११४०२ दि. १६-४-२००४ अन्वये ना.क्षे.क.धा.अधि १९७६ का.क.२० नुसार नगर भूमापन गुंदवली येथील न.भू.क्र.२४८/१ मध्ये " औद्योगिक प्रयोजनार्थ व पूर्व परवानगी शिवाय हस्तांतरणास प्रतिबंध " अशी नोंद दाखल केली.			फे रफार क्र.२५४ प्रमाणे सही - १४/१/२०११ न.भू.अ.,विलेपार्ले
०८/११/२०१२ /	मा. अपर जिल्हाधिकारी व स. प्रा. (ना.क्षे.क.म.) बृहन्मुंबई यांचेकडील क्र.सी/यु एल सी/डे-३/से-२०/२०१२ दि.३१ ऑगस्ट २०१२ चे आदेश व अर्जदार यांचा दि.१२/९/२०१२ रोजीचे विनंती अर्जान्वये गुंदवली येथील न.भू.क्र.२४८/१ या मिळकत पत्रिकेवर दि.१४/१/२०११ रोजी घेण्यात आलेली "औद्योगिक प्रयोजनार्थ व शासनाच्या पुर्व परवानगी शिवाय हस्तांतरणास प्रतिबंध" ही नोंद इकडील आदेश क्र.न.भू.अ.विपा/गुंदवली/फे.फा.क्र.३०२/१२ दि.८/११/१२ अन्वये कमी केली.			फे रफार क्र.३०२ प्रमाणे सही - ०८/११/२०१२ न.भू.अ.,विलेपार्ले
२८/०२/२०१३ /	मा. उच्च न्यायालय, मुंबई यांचेकडील कंपनी पिटीशन नं.२८१/२००३ दि.८/८/२००३ अन्वये जर्मन रेमेडीज चे कॅडीला हेल्थ केअर लिमि. मध्ये विलीन झाल्याने जर्मन रेमेडीज चे नांव कमी करून न.भू.क्र.२४७, २४७/१ ते ३, २४८, २४८/१ या मिळकतीवर कॅडील हेल्थ केअर लिमि. यांचे नांव दाखल केलेची नोंद दाखल केली.	-	[धा] [कॅडीला हेल्थ केअर लिमि.]	फे रफार क्र.३०९ प्रमाणे सही - २८/०२/२०१३ न.भू.अ.,विलेपार्ले
२८/०२/२०१३ /	सह दुय्यम निबंधक अंधेरी-३, मुं. उप जिल्हा यांचे कडील र.द.क्र बदर-९/५८८७/२००४ दि. २८/१०/२००४ अन्वये खरेदी देणार कॅडीला हेल्थ केअर लिमि. यांचे नांव कमी करून खरेदी घेणार यांचे नाव दाखल केल्याची नोंद दाखल केली.	-	[धा.] [अलताना फार्मा प्रा. लि.]	फे रफार क्र.३१० प्रमाणे सही - २८/०२/२०१३ न.भू.अ.,विलेपार्ले

गाव नमुना सात

अधिकार अभिलेख पत्रक

(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१
यातील नियम ३, ५, ६ आणि ७)

गाव :- गुंदवली तालुका :- अंधेरी जिल्हा :- मुंबई उपनगर जिल्हा दिनांक:- 09/09/2016 पर्यंत अदयावत

गट क्रमांक व भुधारणा पद्धती उपविभाग 10/ब/1 भोगवटादार वर्ग -1	भोगवटदाराचे नांव

शेतीचे स्थानिक नांव	क्षेत्र आकारआणे पै	पो.ख.	फे.फा	खाते क्रमांक
क्षेत्र हे.आर.चौ.मी एकक जिरायत - बागायत - तरी - दरकस - इतर 0.16.95 ---------- ---------- एकुण क्षेत्र 0.16.95 ---------- ---------- पोटखराब (लागवडीस अयोग्य) वर्ग (अ) 0.00.25 वर्ग (ब) - एकुण पो ख 0.00.25 ---------- ---------- आकारणी 1.34 ---------- ---------- जुडी किवा-विशेष आकारणी	महिन्द्रा लाईफ स्पेस डेव्हलपर्स लि.	0.16.95	1.34	0.00.25(1652)	334 कुळाचे नाव इतर अधिकार
	(706),(1271),(1385),(1564),(1646),(1651)				सीमा आणि भुमापन चिन्हे

गाव नमुना बारा
अधिकार अभिलेख पत्रक

दिनांक:- 09/09/2016 पर्यंत अदयावत

दि. 06/06/17

तलाठी सजा गुंदवली
तालुका अंधेरी

७/१२

गाव नमुना सात

अधिकार अभिलेख पत्रक

(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवहया (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१
यातील नियम ३, ५, ६ आणि ७)

गाव :- गुंदवली | तालुका :- अंधेरी | जिल्हा :- मुंबई उपनगर जिल्हा | दिनांक:- 24/10/2016 पर्यंत अदयावत

गट क्रमांक व भुधारणा पद्धती उपविभाग	भोगवटदाराचे नांव
10/ब/2/ब भोगवटादार वर्ग -1	

शेतीचे स्थानिक नांव	क्षेत्र आकारआणे पै पो.ख. फे.फा	खाते क्रमांक
क्षेत्र हे.आर.चौ.मी एकक जिरायत - बागायत - तरी - वरकस - इतर 0.38.44 ---------- ---------- एकुण क्षेत्र 0.38.44 ---------- ---------- पोटखराब (लागवडीस अयोग्य) वर्ग (अ) - वर्ग (ब) - एकुण पो ख 0.00.00 ---------- ---------- आकारणी 3.22 ---------- ---------- जुडी किवा- विशेष आकारणी	महिन्द्रा लाईफ स्पेस डेव्हलपर्स लि. 0.38.44 3.22 (1718)	334 कुळाचे नाव इतर अधिकार इतर गहाणाने चंद्रकांत छोटूभाई-उमेदभाई पटेल (1282) इतर इतर माणिकचंद वालचंद (1354) इतर मगनलाल तुळजाराम उपाध्याय (1355) इतर इतर इतर इतर इतर गहाण -चंद्रकांत छोटूभाई- र.रु.9600 (1419) इतर 1- लिजने मुनीबाई उमरशी शहा, 2- लखमशी उमरशी शहा (1538)
	(897),(929),(1054),(1282),(1300),(1359),(1364),(1369),(1393),(1415),(1554),(1564),(1648),(1651),(1652),(1654)	सीमा आणि भुमापन चिन्हे

गाव नमूना बारा

Batav दि. 06/06/16

तलाठी सजा गुंदवली
तालुका अंधेरी

गाव नमुना सात

अधिकार अभिलेख पत्रक

(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१
यातील नियम ३, ५, ६ आणि ७)

गाव :- गुंदवली तालुका :- अंधेरी जिल्हा :- मुंबई उपनगर जिल्हा दिनांक:- 13/09/2016 पर्यंत अदयावत

गट क्रमांक व भुधारणा पद्धती	भोगवटदाराचे नांव
उपविभाग 102/10/क भोगवटादार वर्ग -1	

शेतीचे स्थानिक नांव	क्षेत्र आकारआणे पै	पो.ख.	फे.फा	खाते क्रमांक
क्षेत्र हे.आर.चौ.मी एकक बिन शेती 42.80 आकारणी जिरायत - बागायत - तरी - वरकस - इतर 0.26.97 ---------- ---------- एकुण क्षेत्र 0.26.97 ---------- ---------- पोटखराब (लागवडीस अयोग्य) वर्ग (अ) - वर्ग (ब) - एकुण पो ख 0.00.00 ---------- ---------- ---------- ---------- जुडी किंवा- विशेष आकारणी	महिन्द्रा लाईफ स्पेस डेव्हलपर्स लि.	0.26.97	(1652)	334 कुळाचे नाव इतर अधिकार
	(28),(1271),(1385),(1646),(1651),(1654)			सीमा आणि भुमापन चिन्हे

गाव नमूना बारा

तलाठी सजा गुंदवली
तालुका अंधेरी

09/06/2017

18.30 M WIDE DP ROAD
PROFORMA B

Allotment letter

Date: _____

To

Mr/Ms._____

_____

_____

Ref.: (1) Project - _____ having RERA Registration No. _____

(2) Your application dated _____ for allotment of an apartment in building _____ in Project _____ at _____

Dear Sir / Madam,

We are pleased to confirm allotment of 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. We are also allotting 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) on the terms and conditions and Payment Plan as agreed by you in the Application Form. 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.

You are required to pay the requisite stamp duty and registration charges on the Agreement for Sale to be executed between us and registered the same within ____ (_____) days from the date of this Allotment Letter.

Thanking you,

Yours faithfully,

For Mahindra Lifespace Developers Limited,

_____

Authorized Signatory