

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") is made at Mumbai on this the _____ day of _____ in the year Two Thousand and _____

BETWEEN

MAHINDRA LIFESPACE DEVELOPERS LIMITED, a company incorporated and registered under the Companies Act, 1956 and having its registered office at Mahindra Towers, 5th Floor, Worli, Mumbai - 400018, PAN No. AAACG8904C 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 assigns) of the **ONE PART**;

And

MR. SHUBHAM MUKHERJEE (PAN CARD NO. DCJPM6934B) ,AGED ABOUT 30 RESIDING AT KENVUE, 4TH FLOOR ARENA SPACE, OPP MAJAS DEPOT OFF JVLR JOGESHWARI EAST MUMBAI - 400060 MAHARASHTRA INDIA (AADHAR NO. 5467 4188 7698)

OR

(FOR FIRMS)

M/s. _____ (PAN CARD NO. _____), a partnership/ proprietorship firm duly registered and having its principal place of business at _____ represented by its authorised Partner, _____ (AADHAR NO. _____), vide _____

OR

(FOR COMPANIES)

M/s. _____ (PAN CARD NO. _____) a Company duly registered and incorporated under the Companies Act, 1956 or 2013 having its registered office at _____ represented by its authorised signatory, _____ (AADHAR NO. _____), vide board resolution/letter of authority/power of attorney dated _____

JOINTLY WITH*

Mr./Ms./Mrs. _____ (PAN CARD NO. _____) son/ daughter of _____, aged about _____, residing at _____ (AADHAR NO. _____)

hereinafter jointly and severally referred to as the '**Allottee**' (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/its heirs, executors, administrators, successors and legal representatives, permitted assignees) of the **SECOND PART**.

The "**Promoter**" and "**Allottee**" shall hereinafter individually referred to as the "**Party**" and collectively as the "**Parties**".

In this Agreement, unless the context requires otherwise reference to the singular includes a reference to the plural and vice versa.

WHEREAS

- A. By and under a Deed of Conveyance dated 10th October, 2014, executed between M/s. Acme Tiles Manufacturing Company (therein referred to as “**Owners**”), M/s. Parekh & Brothers (therein referred to as “**Confirming Party**”) and Mahindra Lifespace Developers Limited (therein referred to as “**Purchaser**”), being the Promoter herein, the Owners therein granted, sold, conveyed, transferred and assured unto and in favour of the Promoter, all the piece and parcel of non-agricultural land admeasuring about 8,115.89 sq. mtrs. bearing Survey No. 11, Hissa No.2 (part) and CTS Nos. 95, 95/1,95/2, 95/3, 95/4, 95/5, situated at Acme Tiles Compound, Saki Naka, Off Saki Vihar Road, Mumbai – 400 072, Village Saki, Taluka Kurla, Greater Mumbai in the Registration Sub-District of Bandra District, Mumbai Suburban (hereinafter referred to as “**Land No.1**”) on the terms and conditions and for the consideration therein mentioned. The said Deed of Conveyance for Land No. 1 was duly registered at the office of Sub– Registrar of Assurances at Kurla No.3 under Serial No. KRL-3/8518/2014 on 14th October, 2014.
- B. By and under a Deed of Conveyance dated 10th October, 2014, executed between 1) Smt. Sunita Gopal Sharma, 2) Mr. Prashant Gopal Sharma, 3) Mr. Dikshant Gopal Sharma and 4) Smt. Sangita Subodh Sharma (therein collectively referred to as “**Vendors**”), and Mahindra Lifespace Developers Limited (therein referred to as “**Purchaser**”), being the Promoter herein, the Vendors therein granted, sold, conveyed, transferred and assured unto and in favour of the Promoter, all the piece and parcel of non-agricultural land admeasuring about 588.4 sq. mtrs. bearing Survey No. 11, Hissa No.2 (part) and CTS No. 95, situated at Acme Tiles Compound, Saki Naka, Off Saki Vihar Road, Mumbai – 400 072, Village Saki, Taluka Kurla, Greater Mumbai in the Registration Sub-district of Bandra District, Mumbai Suburban, (hereinafter referred to as “**Land No.2**”) on the terms and conditions and for the consideration therein mentioned. The said Deed of Conveyance for Land No. 2 was duly registered at the office of Sub– Registrar of Assurances at Kurla No.3 under Serial No. KRL-3/8523/2014 on 14th October, 2014.
- C. By and under a Deed of Conveyance dated 15th January, 2016, executed between M/s. Acme Tiles Manufacturing Company (therein referred to as “**Owners**”), M/s. Parekh & Brothers (therein referred to as “**Confirming Party**”) and Mahindra Lifespace Developers Limited (therein referred to as “**Purchaser**”) being the Promoter herein, the Owners therein granted, sold, conveyed, transferred and assured unto and in favour of the Promoter, all the piece and parcel of non-agricultural land admeasuring about 954.71 sq.mtrs. bearing Survey No. 11, Hissa No.2 (part) and CTS No. 95, 95/1, 95/2,95/3, 95/4, 95/5, situated at Acme Tiles Compound, Saki Naka, Off Saki Vihar Road, Mumbai – 400 072, Village Saki, Taluka Kurla, Greater Mumbai in the Registration Sub-district of Bandra District, Mumbai Suburban (hereinafter referred to as “**Land No.3**”) on the terms and conditions and for the consideration therein mentioned. The said Deed of Conveyance for Land No. 3 was duly registered at the office of Sub– Registrar of Assurances at Kurla No.3 under Serial No. KRL-3/359/2016 on 29th January, 2016.
- D. The Land No.1, Land No.2 and Land No. 3 aggregating to an area admeasuring 9659 sq.mtrs. shall be collectively referred to as “**the said Original Land**” and the said Original Land is more particularly delineated in black colour boundary line on the layout plan hereto annexed as “**Annexure A**”.
- E. By and under Development Agreement dated 14th October, 2014 executed between M/s. Parekh & Brothers (therein referred to as “**Parekh Brothers**”) and Mahindra Lifespace Developers Limited (therein referred to as “**Owners**”) being the Promoter herein, the Parekh Brothers and the Promoter have agreed to that the Promoter shall allocate to Parekh Brothers certain apartments in the project to be

developed by the Promoter on the said Original Land on the terms and conditions mentioned therein. The said Development Agreement is registered under Serial No. KRL-3/8526/2014 on 14th October, 2014.

- F. A scheme has been prepared by the Promoter named as “**Mahindra Alcove**” for residential development on the portion of the said Original Land and admeasuring 9443.50 sq. mtrs., bearing Survey No. 11, Hissa No.2 (part) and CTS Nos. 95, 95/1, 95/2, 95/3, 95/4, 95/5, situated at Acme Tiles Compound, Saki Naka, Off Saki Vihar Road, Mumbai – 400 072 (hereinafter referred to as “**Larger Land**”). The said Larger Land shall be developed in a phase-wise manner by the Promoter.
- G. Out of the said Larger Land, the Promoter shall be required to handover to the Municipal Corporation of Greater Mumbai (“**MCGM**”):
- i. land admeasuring 147.40 sq. mtrs. towards Road Set-back;
 - ii. land admeasuring 725.50 sq. mtrs. towards D.P. Road; and
 - iii. land admeasuring 429.23 sq. mtrs. towards amenity space,
- thus aggregating to 1302.13 sq. mtrs or thereabouts. Accordingly, an area of 8141.37 Sq.mt. or thereabouts is available with the Promoter for purpose of development of the Mahindra Alcove (hereinafter referred to as “**Larger Property**”). The Promoter shall develop the said Larger Property in various phases.
- H. The Promoter is constructing Wing B, as Phase 2 (“**Phase 2 Project**”) on portion of land admeasuring in aggregate 376.40 square metres or thereabouts forming part of the Larger Property (“**Phase 2 Land**”). The Phase 2 Project is more particularly hatched in green colour on the layout plan hereto annexed as “**Annexure A**”.
- I. The said Phase 2 Project shall comprise of buildings and structures thereon consisting of flats, apartments, tenements, units and premises of all kinds, for residential and/or any other authorized user for the purpose of selling, leasing or otherwise transferring the same to prospective purchasers, allottees and other transferees, together with provision of parking spaces and club house and other amenities and services as specified in this Agreement.
- J. The Promoter has commenced/will commence the development of the Phase 2 Project only after receiving the approvals, permissions, plans, etc. from the competent authorities. Details of the plans, specifications and approvals etc. for the Phase 2 Project are specified in “**Annexure B**”. Further, the Promoter shall obtain the necessary approvals from the competent authorities from time to time, so as to obtain such certificate for use and occupation for Phase 2 Project.
- K. The Promoter has obtained layout approval and construction permission for residential buildings on the Phase 2 Land, from the MCGM. The copy of the Commencement Certificate is annexed hereto and marked collectively “**Annexure C**”.
- L. The Promoter has registered the Phase 2 Project under the provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as “the **said Act**”) read with Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates Of Interest And Disclosures On Website) Rules, 2017 (“**Rules**”) bearing MAHARERA registration number and validity as specified in Annexure B and available at website link <https://maharera.mahaonline.gov.in>. The copy of the registration certificate is annexed herewith as “**Annexure D**”.
- M. The Promoter has appointed an Architect M/s. Edifice Consultants Private Limited, having its address at First Floor, Plot-2A Ujagar Infotech Park, Opposite Deonar Bus Depot, Sunder Baug, Govandi, East, Mumbai, Maharashtra – 400 088, who is registered with the Council of Architects, as an Architect for the development of the said Phase 2 Project.
- N. The Promoter has appointed a Structural Engineer M/s. Epicons Consultants Private Limited, having its address at 216/A, Amargyan Complex, Near ST Stand, LBS Road, Thane (W)- 400601, for the preparation of the structural design and

drawings of the building/s in the said Phase 2 Project.

- O. The copy of Certificate of Title dated 10th March, 2021 issued by M/s. DSKLegal, Advocates and Solicitors, certifying the title of the Promoter to the said Original Land is annexed hereto and marked as "**Annexure E**".
- P. The copies of the Property Register cards showing the nature of the title of the Promoter are annexed hereto and marked collectively as "**Annexure F**".
- Q. The list of encumbrances on the Phase 2 Land is annexed hereto as "**Annexure G**".
- R. The Allottee has verified and is satisfied with all the title documents and deeds, which entitles the Promoter to allot premises/ units/apartment in the said Phase 2 Project.
- S. The Allottee confirms that he has chosen to invest in the said Phase 2 Project after exploring all other options of similar properties available with other developers/ promoters and available in the vast and competitive market in the vicinity and further confirm that the booking in this Phase 2 Project is suitable for their requirement .
- T. The Allottee is offering to purchase with the full knowledge that the Promoter has obtained/ shall obtain necessary approvals from the competent authorities for the development of the said Larger Property including the Phase 2 Land. The Allottee has perused all approvals, documents, plans and permissions as mentioned in Annexure B, Annexure C and available on the MahaRera website. At the time of booking, the Allottee has been informed by the Promoter of the Payment Schedule, installments to be paid as per the Payment Schedule agreed between the Parties and other payments related terms and conditions including but not limited to interest payable on delayed payments and delayed possession.
- U. Upon agreeing and accepting the above, the Allottee being desirous of acquiring an apartment in the Phase 2 Project, has applied to the Promoter for allotment of such apartment in the Phase 2 Project, the details of which, including unit number, the floor number, carpet area, situated in such wing/building/ tower (herein after referred to as the said "**Building**") is more particularly described in "**Annexure H**" (herein after referred to as the "**Apartment**"). The Allottee has made such application of booking through a Booking Application Form. On the basis of such application, the Promoter has offered to the Allottee the said Apartment as per the terms and conditions mentioned herein. The floor plan of the said Apartment agreed to be purchased by the Allottee, is annexed and marked as "**Annexure I**".
- V. The carpet area of the said Apartment is mentioned in Annexure H in square metres. "**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 or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. "Exclusive Balcony / Verandah Area/ Enclosed Balcony" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee. "Exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee.
- W. The Allottee has agreed to purchase the said Apartment for the Sale Consideration as set out in "**Annexure J**" mentioned herein, along with such additional deposits and other outgoings stated therein (hereinafter referred to as the said "**Additional Outgoings**"). The amounts mentioned in Annexure J are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to VAT, TDS, GST and its effect, Krishi Kalyan Cess, Swachh Bharat Cess, Land under construction tax, Local body tax, and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty charges, registration charges, both present and future, applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies in respect of the Apartment and/or the transaction contemplated herein

and/or in respect of the Sale Consideration and/or the other). The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter shall be payable by the Allottee and binding on the Allottee.

- X. The list of specifications, including fittings to be provided by the Promoter in the said Apartment are set out in “**Annexure K**”.
- Y. The Promoter is constructing and providing certain common area, amenities, facilities and specifications (hereinafter referred to as the said “**Amenities**” and more particular specified in “**Annexure L**”) in the said Building, said Phase 2 Project and said Larger Property, available for use and enjoyment of the allottee of Phase 2 Project and other phases constructed / to be constructed on the Larger Property. Furthermore, the Amenities shall be used jointly by all the purchasers of the said Larger Property in the manner as may be decided by the Promoter and the Allottee shall not object to the same in any manner whatsoever. The Allottee shall be entitled to use such Amenities, subject to the rules, regulations / guidelines framed by the Promoter and / or the said Organisation (defined hereunder) as the case may be.
- Z. The Allottee acknowledges and confirms that the Promoter’s liability is limited to the Phase 2 Land and to what is committed to be constructed and delivered in the said Phase 2 Project. The Promoter at its sole discretion can independently deal with the said Larger Property in any manner whatsoever. The Allottee has knowledge of the applicable laws, notifications and rules applicable to the said Apartment and the Project and understands all limitations and obligations in respect of it and there will be no further investigation or objection by the Allottee in this regard.
- AA. Prior to the execution of these presents, the Allottee has paid to the Promoter such sums as mentioned in Annexure J, being part payment of the Sale Consideration of the Apartment agreed to be sold by the Promoter to the Allottee (the payment and receipt whereof the Promoter hereby admits and acknowledges) and the Allottee has agreed to pay to the Promoter the balance of the Sale Consideration and other charges in the manner appearing in the Payment Schedule mentioned in Annexure J and as may be demanded by the Promoter.
- BB. The Allottee confirms that the name and address of the Real Estate Agency /Broker/ Channel Partner and his Registration number is mentioned in Annexure H (if applicable). The Promoter shall not be liable to the Allottee for any details, information and representations provided by such Real Estate Agent /Broker/ Channel Partner, which are incorrect and not provided in this Agreement.
- CC. The Allottee has represented and warranted to the Promoter that the Allottee has the authority and eligibility to enter into and perform these presents and has clearly understood his rights, duties, responsibilities and obligations under these presents. The Allottee hereby undertakes that he shall abide by all laws, rules, regulations, notifications and terms and shall be liable for defaults and/ or breaches of any of the conditions, rules or regulations as may be applicable to the Project including the Phase 2 Project and the said Apartment.
- DD. Relying upon the representations, warranties and covenants of the Allottee, the Promoter has agreed to allot and sell to the Allottee, and the Allottee has agreed to purchase the said Apartment at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.
- EE. Under section 13 of the said Act, the Promoter is required to execute and register a written Agreement for Sale of said Apartment with the Allottee, being in fact this Agreement and also to register this Agreement under the Registration Act, 1908, as amended from time to time.

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

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 portion of this Agreement are only for convenience and are not intended in derogation of the Act or rules thereunder.

1. PROJECT AND DEVELOPMENT

- (i) The Promoter has commenced development of the said Larger Property in various phases and is now desirous to develop the Phase 2 Project on the said Phase 2 Land for residential use and/or such other authorized use by optimum utilization of the Floor Space Index ("FSI") together with the infrastructure and common areas and amenities thereof, in accordance with the applicable laws (after considering setback, ground coverage, green area, etc.) as a complex.
- (ii) The Allottee confirms that all Amenities as defined in Annexure L herein below, common pathway, driveway, access roads, recreational ground area and all such areas which are for common use and enjoyment of all the occupants, allottees and users of the said Larger Property shall be jointly used and maintained by all purchasers of the said Larger Property, including Phase 2 Project. The Allottee waives his rights to raise any objection in this regard.
- (iii) The Promoter has informed the Allottee and the Allottee hereby confirms and acknowledges that the Larger Property is being developed by the Promoter in a phase-wise manner for residential use as may be decided by the Promoter in its absolute discretion from time to time. The Allottee further acknowledges and confirms that the Promoter may, at any time, revise/modify the layout master plan of the Larger Property in such manner as the Promoter may deem fit, in its sole discretion and the Allottee waives his rights to raise any objection in this regard.
- (iv) The Promoter hereby declares that the Floor Space Index approved as on date in respect of the said Phase 2 Project is 3742.29 square metres only. The Promoter has disclosed that the Floor Space Index of 100 square metres and such other FSI as permitted under the applicable law is proposed to be utilized by the Promoter on the said Phase 2 Land and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only.
- (v) The Allottee has been informed and hereinafter acknowledges that the FSI proposed to be consumed in the Phase 2 Project may not be proportionate to the area of the said Phase 2 Land on which it is being constructed in proportion to the total area of the said Larger Property taking into account the FSI to be utilized for all buildings to be constructed on the Larger Property. The Promoter in its sole discretion, may allocate such FSI for each of the buildings being constructed on the said Larger Property as it thinks fit and the owners /allottees of the apartments in such buildings (including the Allottee herein) are agreeable to this and shall not dispute the same or claim any additional FSI or constructed area in respect of any of the structures, building or on the said Larger Property and/ or the Phase 2 Land.
- (vi) The Allottee further acknowledges that, at its sole discretion (i) the Promoter shall also be entitled to deal with other phases comprised in the said Larger Property (along with the FSI/TDR or otherwise) including by way of sale or transfer to any entity as the Promoter may deem fit and (ii) the Promoter may also sell/transfer its stake in the other phases to any person as it deems fit, in accordance to the then existing and applicable laws. The Allottee has entered into this Agreement knowing fully well the scheme of development to be carried out by the Promoter on the Phase 2 Land and the said Larger Property.
- (vii) The unutilized / residual FSI (including future incremental or enhanced FSI due to change in law or otherwise) in respect of the said Phase 2 Land shall always be available to and shall always be for the benefit of the Promoter and the Promoter shall have the right to deal or use the FSI and/or TDR as it may deem fit, without any objection or interference from the Allottee or Organisation or Apex Organisation or Apex Organisation/s. In the event of any additional FSI and/or TDR in respect of the said Larger Property or any part thereof being increased as a result of the any favourable relaxation of the relevant building regulations or increase in incentive FSI and/or TDR or otherwise, at any time, hereafter, the Promoter alone shall be entitled to the ownership and benefit of all such additional FSI for the purpose of the development and / or construction of structures on the said Larger Property as may be permissible under applicable law.

- (viii) In the event, the land adjoining the said Larger Property is owned/ developed by the Promoter (or the Promoter's wholly owned subsidiary, group company or associate company), the Promoter reserves the right to develop the same, either by amalgamating the same with the said Larger Property and/or sub-dividing and/or amalgamating the said Larger Property and the adjoining land, as the Promoter may deem fit and proper in accordance with the applicable laws, so as to utilize the full potential of the FSI available.

2. THE APARTMENT

- (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, the residential apartment as detailed in Annexure H (hereinafter referred to as "**the Apartment**") of the said Phase 2 Project as shown in the approved floor plan, hereto annexed and marked Annexure I for such Sale Consideration as mentioned in Annexure J, which includes the proportionate price of the common areas and facilities in relation to the said Apartment, to be paid as per the Payment Schedule as mentioned in Annexure J.
- (ii) The nature, extent and description of certain common area, amenities, facilities and specifications (hereinafter referred to as the said "**Amenities**") in the said Building, said Phase 2 Project and said Larger Property are more particularly described in the Annexure L. The details of the fixtures and fittings with regard to the flooring, sanitary fittings and amenities to be provided by the Promoter in the said Apartment are set out in Annexure K, annexed hereto. The Allottee is aware that there are open car parking spaces in the Phase 2 Land as per the approved plans for the use of the allottees in the Larger Property including but not limited to the Phase 2 Project.
- (iii) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The said carpet area is subject to +/-3% variation. If there is any reduction in the carpet area beyond this variation, then in such event the only recourse of the Allottee shall be refund by the Promoter of the excess money as per applicable law. Such monetary adjustment shall be made in proportion to the Sale Consideration. All such monetary adjustments shall be made at the same rate per square metre as agreed in this Agreement and shall be subject to TDS and applicable taxes.

3. SALE CONSIDERATION AND PAYMENT TERMS

- (i) The Allottee hereby agrees to purchase from the Promoter the said Apartment for the Sale Consideration as mentioned in Annexure J. It is also agreed between the Parties that the Sale Consideration includes the proportionate right, title and interests in common areas with respect of the said Apartment. The amounts mentioned in Annexure J are exclusive of all taxes, charges, levies, cess etc. which may be levied by any appropriate authorities.
- (ii) The Allottee has paid such amounts as mentioned in Annexure J till the execution of this Agreement as part payment of the Sale Consideration for the said Apartment to the Promoter, the receipt whereof, the Promoter does hereby acknowledge. The Allottee agrees to pay the balance Sale Consideration as per the Payment Schedule as mentioned in Annexure J to the Promoter and as may be demanded by the Promoter, time being of the essence.
- (iii) The Allottee shall on or before delivery of possession of the said Apartment or as demanded by the Promoter, pay and keep deposited with the Promoter such additional deposits and list of other outgoings as specified in Annexure J.
- (iv) The Sale Consideration and the Additional Outgoings and all such amounts as mentioned in Annexure J exclude all taxes, charges, levies, cess etc., applicable on transfer and sale of Apartment to the Allottee and applicable on the construction, project cost, work contracts on the said Phase 2 Project, including but not limited to Goods and Services Tax (GST), WCT, VAT, Education cess, Labour cess, surcharge, swachh bharaat cess, krishi kalyan cess etc., both present and future or in any increase thereof, as maybe applicable from time to time. Such amounts shall be separately charged and recovered from the Allottee, on a pro-rata basis. The Allottee would also be liable to pay interest/ penalty/ loss incurred by the Promoter on account of the Allottee's failure and/ or delay to pay such taxes, levies,

cess, statutory charges etc. Further, the stamp duty amounts, registration charges, statutory charges, taxes, levies, cess etc. as may be applicable, due and levied by the statutory or local authority with respect to purchase of the said Apartment and conveyance of the said Phase 2 Land/Larger Property to the Organization, shall be the sole obligation of the Allottee under this Agreement, and such amounts are excluded from the computation of the Sale Consideration and the Additional Outgoings. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter shall be payable by the Allottee and binding on the Allottee.

- (v) The Promoter shall not accept payment by cash and/ or deposit of cash in the designated account of the Promoter and such payment shall not be accepted and continue to appear as outstanding against the Apartment. The Promoter shall accept payments towards the booking from the account(s) of the Allottee and/ or Joint Allottee only. It is clarified that payments received from any third parties / non-allottee will not be considered to be a valid payment and such payment shall continue to appear as outstanding against the Apartment. Payments will be accepted from Joint/Co-Allottee accounts, demand draft payment from the bank where the Allottee has taken a loan for the said Apartment, guardian as per the application status making a payment on behalf of a minor's booking. The Promoter shall not accept payments from third parties under the following criterion:
- a. Payments made by Allottee's family member/ friend (parents, spouse, siblings etc.);
 - b. Payments made by a company on behalf of the Allottee (where such Allottee is a shareholder of such company);
 - c. Individual making payment on behalf of the company being the Allottee (in case of company booking);
 - d. Demand draft will not be accepted unless accompanied by a letter from the bank stating that the funds are from Allottee / Joint Allottee account only, the exception being DDs/Banker's Cheque received from the mortgagee bank of the Allottee.
- (vi) The Allottee is aware of the applicability of Tax Deducted at Source (TDS) with respect of the Apartment. Further, the Allottee is aware that the Allottee has to deduct the applicable TDS at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the Allottee shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961. 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 as per applicable law, 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 such rate as per the provisions of the said Act and Rules. The interest so payable by the Allottee to the Promoter shall be subject to GST at applicable rates.
- (vii) The amounts mentioned as Additional Outgoings as mentioned in Annexure J herein are provisional and based on estimates. If there are any additional charges and/ or increase in the existing charges due to actual cost incurred or demanded by statutory authority and/ or otherwise, such shortfall shall be payable by the Allottee.
- (viii) The Allottee shall separately pay the common area maintenance charges ("**CAM Charges**") mentioned in Annexure J herein. The Allottee shall be liable to pay both the deposits and the monthly / quarterly expenses towards CAM charges in accordance with this Agreement, time being of the essence. The CAM charges shall be calculated on a uniform rate based on the Carpet Area of each apartment and the Allottee undertakes to make payment of the same on aforesaid basis of computation. The amounts mentioned as CAM Charges herein are provisional and based on estimates. The said amount is subject to revision every 12 months basis the inflation increases as per the market factors (currently estimated at 7.5% to 10% per annum). The CAM Charges shall become payable from the CAM Commencement Date (as defined herein below).
- (ix) The CAM Charges include the maintenance of the essential services statutory renewal fees and annual maintenance contracts for the common areas in the Larger Property. The CAM Charges do not include charges for providing water from private sources and electricity supply through DG sets, in the event the competent authority fails to provide the external linkages for water lines and electricity

connection by the time the Promoter offers possession of the Apartment to the Allottee. The said charges towards provision of water from private sources and electricity through DG sets shall be collected proportionately from all the allottees of the Phase 2 Project over and above the CAM Charges. The Additional Outgoings and CAM Charges will be payable by the Allottee on or before possession of the said Apartment.

- (x) At the time of handover of the maintenance services by the Promoter to the Organisation / the competent authority, as the case may be, any unadjusted or unutilized CAM Charges (without any interest and/ or adjustment or refund of unutilized GST) shall be handed over by the Promoters to the Organisation / the competent authority, as the case may be.
- (xi) The Promoter may maintain the Amenities and upkeep the said Larger Property, until the formation of the Organisation and/ or Apex Organisation (as may be applicable), as per the terms of this Agreement. Accordingly, the Promoter may appoint a Maintenance Agency (without any reference to the Allottee and other owners, users, occupants etc. of the Larger Property) for the maintenance and upkeep of the same.
- (xii) The Allottee hereby agrees and confirms that from the CAM Commencement Date, the Allottee shall be liable to bear and pay the proportionate share towards the outgoings in respect of the said Phase 2 Project in which the said Apartment is located and the Larger Property (such as local taxes, betterment charges or such other levies by the concerned local authority and/ or government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance), irrespective of whether the Allottee is in occupation of the said Apartment or not and construction activity is continuing in adjacent tower/ buildings and infrastructure, facilities and amenities are not fully completed. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter provisional monthly contribution of CAM Charges towards the outgoings as mentioned in Annexure J for such expenses. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the handover of administration and accounts by the Promoter in favour of the Organisation (once formed). The Allottee shall continue to pay all such outgoings as imposed by the competent authorities and / or concerned local authorities and proportionate charges to the Promoter, as may be demanded, from time to time.
- (xiii) In case of failure of the Allottee to pay the CAM Charges or other charges on or before the due date, the Allottee in addition to permitting the Promoter and/ or Maintenance Agency to deny him the maintenance services, facilities, amenities etc. also authorizes the Promoter and/ or Maintenance Agency to adjust in the first instance, the interest accrued on the deposit of maintenance charges against such defaults in the payments of CAM Charges and in case such accrued interest falls short of the amount of the default, the Allottee further authorize/s the Promoter and/ or Maintenance Agency to adjust the principal amount of the CAM Charges against such defaults. If due to such adjustments in the principal amount, the CAM Charges falls below a certain amount, as informed by the Promoter and/ or Maintenance Agency, then the Allottee hereby undertake/s to make good the resultant shortfall within fifteen (15) days of demand by the Promoter and/ or Maintenance Agency. Further, the Promoter and/ or Maintenance Agency reserves the right to increase CAM Charges and/ or deposits pursuant to the same, from time to time in keeping with the increase in the cost of maintenance services and the Allottee agrees to pay such increases within fifteen (15) days of demand by the Promoter and/ or Maintenance Agency.
- (xiv) Individual electricity connection/ meter charges, water / storm water connection charges, sewerage connection charges including its infrastructure charges, deposits to the concerned authorities, on account of additional fire safety measures undertaken, increases in deposit of security amounts of water, electricity etc., any new infrastructure charges and increase thereof for bulk supply of electrical energy and all / any other charges may not be included in the Sale Consideration and the actual/ proportionate amount shall be additionally payable by the Allottee on or before the offer of possession of the said Apartment.
- (xv) The Sale Consideration is escalation-free, save and except the charges stated herein and escalations/ increases/ impositions 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, including but not limited to internal development charges, external development charges, infrastructure development charges, premiums and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to the competent authority/ Local Bodies/Government and the same shall be payable by the Allottee as and when applicable.

- (xvi) In case of any financing arrangement entered by Allottee with any Bank or Financial Institution with respect to the purchase of the said Apartment, the Allottee undertakes and confirms to direct such bank or financial Institution to, and shall ensure that such bank or financial Institution does, disburse all such amounts and installments as mentioned in Annexure J, due and payable to Promoter through an account payee cheque/demand draft or such other modes acceptable to the Promoter in favour of such account as mentioned in Annexure J. Further, the Allottee agrees that he shall be responsible to ensure that the timely payments as stated herein are paid to the Promoter in accordance with the payment schedule herein either by himself or by his bank or financial institution and no requests for changes/modifications /extension shall be entertained by the Promoter either from the Allottee or his bank/ financial institution with respect to the Payment Schedule.
- (xvii) In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee of the dishonour of the instrument and the Allottee would be required to promptly pay the outstanding amounts including interest from the due date till the date of receipt by the Promoter of all the amounts including the Dishonour Charges of Rs.500/- (Rupees Five Hundred only) (for each dishonour). In the event the said amounts with applicable interest are not tendered within 3 (three) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any payment cheque, the Promoter has no obligation to return the original dishonoured cheque.
- (xviii) The Allottee agree/s that the Booking Amount and any other amounts upto 10% (ten percent) of the Sale Consideration ("**Booking Amount**") shall be treated as earnest money to ensure fulfilment by the Allottee of the terms and conditions, as contained herein. The Allottee shall make timely payments of the outstanding amounts due and payable by him (including the Allottee's proportionate share of taxes levied by concerned local authority, Additional Outgoings, provisional CAM charges etc.) and meeting the other obligations under this Agreement. Time is the essence, with respect to the Allottee's obligations to pay all such amounts as mentioned in this Agreement and also to perform or observe all the other obligations of the Allottee under this Agreement.
- (xix) The Allottee irrevocably confirms that the Promoter may, at its sole discretion, waive in writing any breach by the Allottee under this Agreement. It is expressly agreed by the Allottee that exercise of discretion by the Promoter in one instance or in the case of any other allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of Allottee or for a subsequent breach. It is irrevocably agreed by the Allottee that the Promoter shall adjust/ appropriate any amounts paid firstly towards the interest on taxes, charges, levies etc. due and payable on previous instalments, secondly, towards taxes, charges, levies etc. due and payable on previous instalments, thirdly, towards the interest levied on the previous pending instalment (if any), and fourthly towards the pending instalment.
- (xx) Payment of outstanding amounts due and payable shall have to be paid by the Allottee within fifteen (15) days from the Demand Letter, failing which, the Promoter shall be entitled to charge interest as per applicable law on all delayed payments. Part payments shall not be accepted. Different modes of payment for the outstanding amounts may be offered, at the time of raising the Demand Letter, subject to the tie-ups with financial service providers. Any additional charges (including surcharge) applicable thereto shall be borne by the Allottee. The Allottee agrees to pay to the Promoter the outstanding amounts including interest as mentioned hereinabove, from the due date till the date of receipt of amounts or

- realization of the cheque by the Promoter, whichever is later.
- (xxi) Without prejudice to the rights of the Promoter to charge interest in terms of the clauses herein, upon the Allottee committing breach of any of the terms of this Agreement including default in payment of any outstanding amount, due and payable by the Allottee to the Promoter under this Agreement (including his proportionate share of taxes levied by concerned local authority and other outgoings), the Company shall issue a notice of such default to the Allottee and the Allottee shall be required to cure the said default or breach within a period of fifteen (15) days from the date of such notice. In the event that the Allottee fails to cure such default or breach or such default or breach is not capable of being rectified, the Promoter shall have the option to cancel and terminate this Agreement by sending a cancellation letter at the address provided by the Allottee and/or mail at the e-mail address provided by the Allottee, intimating him of the specific breach/default or breaches/ defaults of terms and conditions in respect of which the Promoter is cancelling and terminating this Agreement.
- (xxii) On such cancellation, this Agreement and any other document executed in respect hereof shall stand immediately cancelled and the Allottee shall have no right whatsoever with respect to the said Apartment.
- (xxiii) Upon cancellation of the allotment and/or termination of this Agreement (as the case may be), the Promoter shall refund all such amounts paid by the Allottee till the date of cancellation without interest subject to forfeiture of the following amounts being the liquidated damages payable to the Promoter:
- a. Booking Amount or the actual amount paid, whichever is higher, subject to a maximum of 10% of the Sale Consideration. The liquidated damages herein include sales and marketing expenses towards the Apartment.
 - b. Taxes, cess, levies, charges, stamp duty, registration charges etc. paid on all such amounts by the Allottee;
 - c. Total interest accrued on account of the delay/default in payment of any instalment/s and other charges as per the Payment Schedule calculated till the date of the cancellation/termination letter;
 - d. Amount of penalty (including taxes) for dishonor of cheque (if any) by the Allottee;
 - e. All amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to GST (including accrued but not paid), value added tax, works contract tax, service tax or any other tax of any nature;
 - f. All amounts equivalent to any subvention cost (if the Allottee has opted for subvention plan), benefits, discounts, rebate, concession, gift card, white goods (inclusive of taxes) etc. granted to the Allottee by the Promoter in respect of the booking of the Allottee irrespective of whether such benefits have been utilized by the Allottee until the date of cancellation of the said Apartment;
 - g. All amounts (including taxes) paid or payable as brokerage fee to any real estate agent, broker, channel partner, institution, etc. by the Promoter in respect of the booking of the Allottee.
 - h. All outgoings, deposit and other charges as specified in Annexure J paid till the date of issuance of the cancellation/ termination letter including amounts towards formation of Organization/ Apex Organisation (as may be applicable).
- (xxiv) The Promoter shall have the first lien and charge on the said Apartment for all its dues and other sums unpaid and/or due and payable by the Allottee to the Promoter. The Allottee shall not transfer his rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee under this Agreement, to the Promoter. It is hereby clarified that for the purposes of this Agreement payment shall be deemed to be completed on such date when the said amounts get credited in the bank account of the Promoter.
- (xxv) The Allottee further agrees that the Promoter shall refund the balance amounts upon cancellation of allotment and/or termination of this Agreement as stated above either by way of (i) personal hand delivery of cheque(s) to the Allottee or (ii) courier of cheque(s) to the Allottee at the aforementioned address mentioned in the Booking Application Form or in the Agreement for Sale, or (iii) through any other means as the Promoter may deem fit. The Promoter may at its discretion also make refund through RTGS to the Allottee as per account details mentioned in the Booking Application form or in the Agreement for Sale signed by the Allottee. In case

of Allottee has availed home loan and mortgaged the said Apartment to any Bank/ Financial Institution, such refund to Allottee shall be processed post intimation to such Bank/ Financial Institution and release of amounts to such Bank / Financial Institution as per agreements, documents, papers etc. signed between the Allottee and such Bank/ Financial Institution. Such refund shall be in the name of the first applicant (as per the Application Form) or the mortgage lender (in case the Allottee has procured a loan from a bank/ financial institution), as the case may be. This shall be full and final discharge of all obligations on the part of the Promoter or its employees and the Allottee will not raise any objection or claim in this regard.

(xxvi) The above mentioned refund to the Allottee shall be made only upon the Allottee executing and registering the deed of cancellation or such other document as may be required by the Promoter. The Allottee further confirms that any delay or default in such execution/ registration of the deed of cancellation and other documents shall not prejudice the said cancellation and the Promoter's right to transfer the Apartment to any third party without any reference to the Allottee.

(xxvii) Upon the cancellation and termination of the allotment, the Allottee shall not have any right, title or interest with respect to the Apartment and the Promoter shall be at a liberty to sell or otherwise dispose off the Apartment to any other person whomsoever, at such price, in such manner and on such terms and conditions as the Promoter may in its sole, absolute and unfettered discretion think fit and proper and the Allottee waives his right to raise any objection or dispute in this regard.

(xxviii) It is agreed that in the event of termination in the circumstance 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 in the manner mentioned hereinabove and the Allottee will not have any right, title or interest in the Apartment and also the Allottee will not have any right to cause stoppage of work of the Project or seek any relief in the nature of restraint of the work relating to the Phase 2 Project and/ or the Project and/ or the Larger Property and the Allottee specifically waives all such rights, if any.

(xxix) The Allottee hereby also covenants to observe and perform all the terms and conditions of the booking, and/ or allotment and/ or this Agreement to keep the Promoter and its shareholders, directors, employees, agents and representatives, estates and effects indemnified and harmless against the rights, responsibilities and obligations of the Allottee under this Agreement. Further, the Allottee hereby indemnifies the Promoter also against any loss or damages that Promoter may suffer as a result of non-payment of any amount herein including the Sale Consideration, non-observance, or non-performance of the terms and conditions mentioned herein. The Allottee confirms that the Promoter shall have a right of first lien on the Apartment in the event any amounts are outstanding to the Promoter. The Allottee further confirms that this clause shall be applicable even post possession of the Apartment being handed over to the Allottee.

4. POSSESSION AND COMPENSATION

- (i) Subject to the terms set out in this Agreement, the Promoter shall endeavor to give possession of the said Apartment to the Allottee on or before the date specified in Annexure H ("**Date of Possession**"). Further, the Promoter shall endeavor to give possession of the said Amenities to the Allottee on or before the date specified in the Annexure L subject to the terms herein ("**Time Schedule of Completion**"). The Date of Possession and Time Schedule of Completion shall be subject to the provisions herein and also subject to Force Majeure circumstances and reasons beyond the control of the Promoter.
- (ii) The Allottee is aware that the certain Amenities as specified in Annexure L shall be constructed along with the other phases in the Larger Property and the Allottee shall not raise any objection to take possession or otherwise in this regard. The Allottee is also aware that the Amenities as specified in the Annexure L are subject to change based on availability, feasibility and approvals, as applicable.
- (iii) In the event the possession is delayed beyond the date as agreed hereinabove *inter alia* for any reason, the Promoter shall be entitled to extension of 12 [twelve] months ("**Extended Duration**") for handover of possession and completion of construction.
- (iv) In the event of any delay in handing over possession on the Date of Possession and Time Schedule of Completion, as applicable, and/ or beyond the Extended

Duration and/ or further extension of time for completion of construction of the said Apartment and the said Amenities due to force majeure reasons, the Promoter shall intimate the Allottee in writing the reason for such delay along with appropriate supporting documents and further time period within which the possession of the said Apartment shall be handed over the Allottee (“**Revised Possession Date**”)and the time period within which the said Amenities shall be completed (“**Revised Time Schedule of Completion**”). In the event, the Allottee is desirous of cancelling the booking, prior to the date of application of the Occupation Certificate in respect of the said Apartment, then the Allottee shall intimate the Promoter of his non-acceptance of the Revised Possession Date and Revised Time Schedule of Completion within fifteen

(15) days from the date of receipt of such intimation from the Promoter, failing which it will be deemed that the Allottee has accepted the Revised Possession Date and Revised Time Schedule of Completion and the same shall be binding on the Allottee.

- (v) Further, in the event if the Promoter is unable to file for the occupation certificate on or before the Date of Possession or the Revised Possession Date (as applicable), subject to reasonable extension of time, then on demand in writing by the Allottee, the Promoter shall refund with simple interest as per applicable law from the date of receipt of installment of amounts paid towards the Sale Consideration only (excluding interest amounts (if any), stamp duty, registration fee, VAT, GST, TDS, deposits, charges etc. paid to the Promoter and/or competent authorities, as the case may be) till the date of the written intimation of cancellation of the said Apartment from the Allottee. However, taxes, levies, cess, interest amounts (if any) paid by the Allottee and such other amounts as mentioned herein shall not be refunded and no interest shall be payable on these amounts.
- (vi) In the event the Allottee does not intend to withdraw from the booking in the Phase 2 Project and/or has accepted the revised timelines, then in such an event, the Allottee shall be entitled to seek simple interest as per applicable law for every month of delay, as compensation, post expiry of the Extended Duration and such time period affected by Force Majeure conditions till the date of receipt of occupation certificate or any other certificate issued by the concerned authorities required for use and occupation of the Apartment (“**OC Date**”). The Promoter shall pay such compensation on the installments paid towards the Sale Consideration only (excluding interest amounts (if any), stamp duty, registration fee, VAT, GST, TDS, deposits, charges etc. paid to the Promoter and/or authorities, as the case may be] for the said Apartment, subject to terms and conditions herein. Further, the aforesaid compensation, if any accruing, shall be payable/adjustable on the balance amounts payable at the time of handing over the possession of the said Apartment. It is expressly clarified that no compensation shall be payable by the Promoter for any time period beyond the OC Date for any reason whatsoever, irrespective of the Allottee not taking possession of the said Apartment.
- (vii) Notwithstanding any of the provisions herein, the compensation for delay shall not be paid and the Revised Possession Date and Revised Time Schedule of Completion shall be extended:
 - a. on account of any force majeure events and/ or
 - b. due to non-compliance of the terms and conditions by the Allottee. “**Force Majeure**” shall include:
 - (a) flood, drought, fire, cyclone, earthquake or any other calamity by nature effecting the regular development of the said Project and/ or
 - (b) war, civil commotion or act of God; and/ or
 - (c) any notice, order, rule, notification of the Government and/or other public or competent authority/court; and/ or
 - (d) any stay order / injunction order issued by any Court of Law, competent authority, concerned local authority, statutory authority; and/ or
 - (e) any other circumstances that may be deemed reasonable by the Authority.
- (viii) Additionally, the compensation for delay shall not be paid in the following events:
 - a. For the period of delay caused due to reasons beyond the control of the Promoter and/or its agents, and/or
 - b. For the period of delay caused in getting snags, improvements, rectifications etc. which may be requested by the Allottee during inspection of the said Apartment, and/or
 - c. For the period that the Allottee commit/s any default and/ or breach of the terms and conditions contained herein, and/or

- d. For the period of delay incurred due to additional work to be completed on the request of the Allottee for certain additional features, upgrades, in the said Apartment, in addition to the standard Apartment, and/or
 - e. For the period from the date of offer of possession by the Promoter after receipt of occupation certificate or any other certificate issued by the concerned authorities required for use and occupation of the said Apartment till the actual handover of possession of the said Apartment.
- (ix) In case the Promoter is forced to discontinue the construction of the said Apartment and/ or Phase 2 Project (entire or part) due to Force Majeure reasons and/ or due to operation of any law or statutory order or otherwise, then the Promoter shall be liable to refund the amounts paid by the Allottee without any liability towards interest or compensation or loss of profit or costs or damages, subject to deduction of applicable taxes, within 6 (six) months from the happening of such eventuality.
 - (x) In case the Allottee has paid TDS on the Sale Consideration and has submitted to the Promoter, the requisite TDS certificate and thereafter, this Agreement is terminated in accordance with the provisions contained hereinabove, 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.

5. PROCEDURE FOR TAKING POSSESSION

- (i) The Apartment shall be considered as ready for use and occupation on the date of receipt of Occupation Certificate (“OC”) or any other certificate required for occupation from the competent authorities.
- (ii) The Promoter, after obtaining the OC, shall issue the Offer of Possession letter to the Allottee requesting to make payments as per the Agreement and take possession within such date as mentioned in the Offer of Possession letter. The Allottee shall before taking over the possession of the said Apartment, clear all outstanding dues, keep deposited with the Promoter, amounts mentioned in Annexure J and also pay the applicable GST and any other tax, levy, cess or any other charges levied by the statutory authorities in respect of the said Apartment (as applicable), from time to time to the Promoter.
- (iii) For the purposes of avoidance of doubt, it is clarified that the CAM Charges shall commence from 30 (thirty) days after the date of Offer of Possession letter, regardless of whether the Allottee takes such possession or not. Such date shall be referred to as “**CAM Commencement Date**”. In such cases that the Apartment is allotted after the Date of Offer of Possession, the CAM charges shall commence from the date on which the last installment of the Sale Consideration (excluding society, maintenance and equivalent charges) is payable as per the agreed terms of allotment plus 15 (fifteen) days and the CAM Commencement Date shall be construed accordingly. The Allottee agrees to pay the maintenance charges as determined by the Promoter or Organisation, as the case may be.
- (iv) The Promoter, upon receiving payments made by the Allottee as per this Agreement shall offer in writing the possession of the Apartment, to the Allottee in terms hereof to be taken within 15 (fifteen) days from the date of issue of such written communication. The Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided herein, then the Allottee, in addition to the liability to pay interest and without prejudice to the rights and remedies of the Promoter, shall continue to be liable to pay CAM charges as applicable.
- (v) In the event the Allottee fails to take possession of the Apartment within such date as mentioned in the Offer of Possession letter, then the Apartment shall lie at the risk and cost of the Allottee. The maintenance charges shall commence from the CAM Commencement Date. The Allottee agrees and acknowledges that the Promoter’s obligation of delivering possession of the Apartment shall come to an end and the Promoter shall not be responsible and/or liable for any obligation towards the Allottee for the possession of the said Apartment. During the period of the said delay by the Allottee, the Apartment shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition and as and when the Allottee takes possession of the said Apartment it shall be handed over to the Allottee on an ‘as is where is’ basis. Additionally, if the Allottee fails to take

possession within 2 (two) months from the notice issued by the Promoter to the Allottee, then the Allottee shall be liable to pay Holding Charges of Rs. 20,000/- (Rupees Twenty Thousand Only) for each month or part thereof.

- (vi) Notwithstanding the provisions herein, the Allottee hereby agrees that in case the Allottee fails to respond and/or neglects to take possession of the Apartment within the aforementioned time as stipulated by the Promoter, then the Promoter shall have the right to forfeit the entire amounts received by the Promoter towards the Apartment along with interest on default in payment of instalments (if any), applicable taxes and any other charges and amounts.

6. FIT OUT WORK

- (i) The Allottee agrees and confirms that his right, title, interest in the said Apartment shall be limited to and governed by what is specified in the Agreement and shall not extend to the Larger Property.
- (ii) The Allottee agrees and undertakes that on receipt of possession, if the Allottee is desirous to carry out any interior fit-out work, he can strictly conduct the same in accordance with and in observance of all the rules, regulations and bye-laws framed by the Promoter or Organization or Apex Organization, as the case may be ("**Fit-Out Manual**") applicable for commencement of interior fit out work in the said Apartment. The Allottee further agrees that the same shall be used only as per the regulations and designs concerning to the said Phase 2 Project as approved by the competent authorities, and without causing any disturbance, to the other allottees/ owners of apartments in the said Phase 2 Project. The Allottee shall be solely responsible to obtain any requisite permission, if any, from competent authorities for the interior work in the said Apartment and the Promoter shall not be responsible for the same. The Allottee shall keep the Promoter informed about the status of the requisite permissions.
- (iii) Without prejudice to the aforesaid, if the Allottee makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartment and/or the Phase 2 Project, the Promoter or Organisation shall be entitled to call upon the Allottee to rectify the same and to restore the Apartment and/or Phase 2 Project to its original condition within 30 (thirty) days from the date of intimation by the Promoter or Organisation in that regard. If the Allottee does not rectify the breach within the such period of 30 (thirty) days, the Promoter or Organisation may carry out the necessary rectification and restoration to the Apartment or the Phase 2 Project (on behalf of the Allottee) and all such costs and charges and expenses incurred by the Promoter or Organisation shall be reimbursed by the Allottee. If the Allottee fails to reimburse to the Promoter or Organisation any such costs and charges and expenses within 7 (seven) days of demand by the Promoter, the same would be deemed to be a charge on the Apartment. The Allottee hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Promoter or Organisation (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Promoter or Organisation or which the Promoter or Organisation may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Apartment or the Phase 2 Project and (ii) for all costs and expenses incurred by the Promoter or Organisation for instituting any legal proceedings for recovery of such costs and charges and expenses incurred by it for rectification and restoration to the Apartment, the said Phase 2 Land, Phase 2 Project or the Larger Property.
- (iv) After possession, the Allottee shall permit and shall be deemed to have granted a license to the Promoter or Organisation and its surveyors and agents with or without workmen and others, including the Maintenance Agency at all reasonable times to enter into and upon the said Apartment or any part thereof to view and examine the state and conditions thereof and to make good all defects, decay and repairs in this behalf and also for repairing of any part of the Phase 2 Project. This shall be also for the purpose of repairing, maintaining, rebuilding, cleaning, structural strengthening, lighting and keeping in order all services, drains, pipes, cables, water courses, gutters, wires, parts, structures of other conveniences in the Phase 2 Project and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case the Allottee has failed to effect repairs despite dispatch of notice of one week contemplated above and Promoter or Organisation is constrained to effect repairs at its cost, in that event such cost shall be recovered from the Allottee.

However, in case of exigency situations like fire, short circuits, leakages on the floor above or below etc. the Allottee authorizes the Promoter or Organisation and / or Maintenance Agency to break open the doors/windows of the Apartment and enter into the Apartment to prevent any further damage to the other apartments and Phase 2 Project. In such a case, the Promoter or Organisation and / or Maintenance Agency shall not be liable for any theft or loss or inconvenience caused to the Allottee on account of entry to the Apartment as aforesaid.

- (v) The Allottee undertakes that he will not alter / demolish/ destroy or cause to demolish/ destroy any structure of the said Apartment or any addition(s) or alteration(s) of any nature in the same or in any part thereof. The Allottee shall not harm or cause any damage to the peripheral walls, front, side and rear elevations of the said Apartment in any form. The Allottee shall also not change the colour scheme of the outer walls and painting of exterior side of the door and windows and shall also not carry out any change in the exterior elevation and design and shall not erect any fencing/ hedging/grills without the prior permission of the Promoter or Organisation. The Allottee shall not enclose/ block the passage area outside the apartments and/or the common areas or place any objects therein. The Allottee shall not partly / fully remove any walls of the said Apartment including load bearing walls/ structure of the same, which shall remain common between the Allottee and the owners of adjacent apartments.

7. ORGANISATION

- (i) The Allottee along with other allottees in the said Phase 2 Project shall join with the allottees in the Larger Property to form and register an organisation or society or association or condominium or a limited company as determined by the Promoter (hereinafter referred to as the said "**Organisation**") to be known by such name as the Promoter may decide. The Organisation shall take over the maintenance of the Phase 2 Project including the common areas, amenities and any future development provided in the Larger Property after completion of the development of the Larger Property, as may be determined by the Promoter.
- (ii) For the said purpose, the Promoter shall sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of such Organisation and for becoming a member, including the bye-laws of the proposed Organisation. The Allottee agrees and undertakes to become a member of the Organisation and sign and execute all applications for membership and other papers, bye-laws and documents as may be necessary to form the Organisation and all the rules and regulations of the said Organisation and proportionately share the expenses in respect thereof. The Promoter shall not be liable for any claims or penalties for delay in forming the Organisation, on account of any delay of the Allottee in complying with the above.
- (iii) The Promoter shall, at its discretion and if required, as prescribed under the applicable laws, form an apex organization (being either an organisation or society or association or condominium or a limited company) ("**Apex Organisation**") for the entire development of the said Larger Property, for the purposes of effective maintenance and management of the entire Larger Property including for common areas and amenities of the Larger Property.
- (iv) The Promoter may become a member of the Organisation and/or Apex Organisation to the extent of all unsold apartments, areas and spaces in the said Building and the said Phase 2 Project. On allotment of such unsold apartments, areas and spaces in the said Building and the Phase 2 Project, the allottee shall be deemed to be a member of the Organisation.
- (v) The Allottee hereby agrees and confirms that even after the Organisation is formed, the Promoter will have the right to decide upon the phases of development of the Larger Property. Further, the Promoter will have the right to decide upon which units/ premises/ apartments/ buildings are to be developed first in the Phase 2 Project. All the units/ premises/ apartments/ buildings may not be constructed simultaneously. The Phase 2 Project will be completed in various construction phases/slabs and availability of common amenities, facilities, services will be dependent on the construction phasing and planning as mentioned in this Agreement.

- (vi) Upon the said Organisation being formed and registered, the rights, benefits and interests of the Allottee shall be governed and regulated by the bye-laws, rules and regulations thereof, but expressly subject to the terms, conditions, covenants, stipulations and provisions of this Agreement.
- (vii) Upon the said Association being formed and registered, the Organisation shall ensure and shall be liable to:
 - a. keep valid, subsisting and comply with the provisions of all statutory clearances and approvals for Environmental Clearance, storage of diesel from Chief Controller of Explosives, Fire and Rescue Services Department, Civil Aviation Department, and such other approvals, as are applicable to the Project and maintain a proper record of such compliance;
 - b. harvest adequate storm water, maintain the storm water drainage system provided for the Project without causing any clogging or stagnation and ensure that the storm water is properly channelled in the drainage system provided for the same.

8. CONVEYANCE

- (i) The Allottee hereby acknowledges and agrees that the Phase 2 Project is part of a layout development of the Larger Property and as such the Promoter would be conveying to the Organisation, the structures on the said Phase 2 Land (excluding the basements, podiums, common area for the use of the owners, users, occupants etc. of the Larger Property as demarcated in the approved plans). It is clarified that the entire undivided or inseparable land underneath the Phase 2 Project (and the common area for the use of the owners, users, occupants etc. of the Larger Property) and any other area allocated as "common area" in the Larger Property, in the approved plans would be conveyed to the Organisation and/ or the Apex Organisation (as the case may be) as the Promoter may deem fit and proper as per the provisions of the Act. The Allottee hereby agrees and confirms that until the conveyance of the said Phase 2 Land (excluding the basements, podiums, common area for the use of the owners, users, occupants etc. of the Larger Property as demarcated in the approved plans) as aforesaid to the Organisation and common areas to the Organisation and/ or the Apex Organisation (as the case may be), the Allottee shall continue to pay all the CAM Charges and all outgoings as imposed by the competent authorities and / or concerned local authorities and proportionate charges to the Promoter, as may be demanded, from time to time.
- (ii) All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such conveyance deed/ deed of assignment/transfer shall be borne and paid by the Organisation and/ or all owners and allottees of units in the buildings on pro rata basis.

9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter has clear and marketable title with respect to the said Larger Property, as declared in the title report annexed to this Agreement as Annexure E and has the requisite rights to carry out development and construction activities upon the Phase 2 Land. Further, the Promoter has actual, physical and legal possession of the Phase 2 Land for the implementation of the said Phase 2 Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Phase 2 Project and shall obtain requisite approvals from time to time to complete the development of the Phase 2 Project as per the provisions of the approvals and documents executed with the competent authorities. The Promoter states that there are no encumbrances on the Phase 2 Land or the Phase 2 Project, save and except those disclosed herein.
- (iii) The Promoter states that there are no litigations pending before any Court of law with respect to the Phase 2 Project, Phase 2 Land or the said Larger Property, save and except those disclosed herein.
- (iv) The Promoter confirms that the approvals, licenses and permits issued by the competent authorities with respect to the Phase 2 Project as mentioned in Annexure B are valid and subsisting. Further, all approvals, licenses and permits to be issued

by the competent authorities with respect to the Phase 2 Project shall be obtained by following due process of law.

- (v) 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.
- (vi) 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 Phase 2 Land and the said Apartment which will, in any manner, affect the rights of the Allottee under this Agreement.
- (vii) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received or towards the CAM charges and shall utilize the amounts only for the purposes for which they have been received.

10. REPRESENTATIONS AND COVENANTS OF THE ALLOTTEE

The Allottee for himself and with intention to bring all persons into whose hands the Apartment may come, hereby covenants with the Promoter and thereafter to the Organisation as follows:

- (i) To maintain the Apartment at the Allottee own cost in good and tenantable repair and condition from the date of offer of possession of the Apartment and shall not do or suffer to be done anything in or to the Building in which the 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- (ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building in which the 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 Apartment is situated, including entrances of the building and in case any damage is caused to the building in which the Apartment is situated on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- (iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated 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 including to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the said building and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Organisation.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of Apartment, Phase 2 Project, the Phase 2 Land or Larger Property or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) 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 said Phase 2 Land and Larger Property.
- (vii) The Allottee shall not use the said Apartment in the manner, so as to cause blockage or hindrance to the common passages, verandah or terraces. No common parts of the Larger Property will be used by the Allottee for keeping

- / chaining pets / animals, dogs, birds or no storage of cycles, motorcycles, waste / refuse. The Allottee shall be responsible for the care, health, safety, security, well-being etc. of their pets (if any) and are forbidden to leave them in the common areas of the Phase 2 Project.
- (viii) The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter. The Allottee shall sign and execute all other documents, agreements, etc. for the purpose of obtaining electricity, power back-up facility, etc. as and when required by the Promoter.
 - (ix) That it is agreed and accepted by the Allottee that upon creation / incorporation of the said Organisation, the common equipments pertaining to power back-up, etc. shall be transferred in favour of the said Organisation and that unless agreed the Promoter / Maintenance Agency shall thereafter be in no manner held responsible or liable for maintenance, upkeep, refurbishing or replacement of the same, as the liability of the Promoter is limited to installation of the said equipment.
 - (x) The Allottee agrees not to fix or install air conditioners or heaters in the said Apartment, save and except at the places which have been specified in the said Apartment for installation nor in any way disturb the external façade of the building in which the Apartment is situated.
 - (xi) The Allottee agrees not to fix or install any window antenna on the roof or terrace or external façade of the said building except with the prior sanction of the Promoter and/or Maintenance Agency and/or the said Organisation and at places earmarked by the Promoter.
 - (xii) The Allottee shall observe and perform all the rules and regulations which the Organisation and Apex Organisation 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 Phase 2 Project and the apartments 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.
 - (xiii) The Allottee may obtain finance from any financial institution/ bank or any other source for purchase of the said Apartment at his/her/their/its cost and responsibility. The Allottee obligation to purchase the said Apartment pursuant to this Agreement shall not be contingent on the Allottee ability or eligibility to obtain such financing. The Promoter shall not be responsible in any manner whatsoever if any bank/financial institution delays and/ or refuses to finance the said Apartment on any ground or revokes the loan already granted. Further, if any bank / financial institution refuses / makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then the Allottee shall not delay payment of any Instalments / dues to the Promoter and shall make payment of the amounts by the due date as per the payment plan.
 - (xiv) It is mutually agreed between the Promoter and the Allottee that the Promoter shall not be liable for repayment of the loan amount or any part thereof availed by the Allottee. All costs associated with procurement of loan amount shall be borne by the Allottee alone.
 - (xv) The Allottee is aware that tiles and natural stone are susceptible to staining and variations in shade and shall not hold the Promoter liable in any manner whatsoever in this regard.
 - (xvi) The Allottee is aware that the Promoter may, either by itself and/or its nominees/associates/affiliates also retain some portion or units in the Phase 2 Project which may be subject to different terms of use, including as a guest house or a unit for corporate use, as may be under the applicable laws and the Allottee gives his unequivocal consent for the aforesaid.
 - (xvii) The Allottee undertakes that it shall not divide/ sub-divide the said Apartment in parts without the prior consent of Promoter, except partitions, additions, and alterations as provided in the Agreement.
 - (xviii) The Allottee can sell, lease, let, sub-let, transfer, assign or part with the Allottee interest, benefit or possession under this Agreement or part with the possession of the Apartment only (i) after payment of all the amounts payable by the Allottee under this Agreement to the Promoter, and (ii) the Allottee not being in breach of any of the terms and conditions of this Agreement, and (iii) the Allottee making payment of administrative charges to the Promoter.
 - (xix) The Allottee shall pay the Promoter, within 15 (fifteen) days of demand by the Promoter, the Allottee's share of security deposit demanded by the concerned local authority or Government for providing water, electricity or any other service

connection to the building in which the said Apartment is situated. The Allottee confirms that the said amounts shall be payable over and above the amounts payable towards Additional Outgoings.

- (xx) The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for the purpose of residence.
- (xxi) Neither, the Allottee nor any of the allottees of apartments in the Phase 2 Project shall object to the Promoter laying, through or under or over the Phase 2 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 which are to be developed and constructed on any portion of the Larger Property.
- (xxii) The Allottee is aware that the Promoter shall be allocating apartments to Parekh Brothers in Mahindra Alcove including in the Phase 2 Project and the Allottee hereby gives his no objection / consent under the provisions of the Section 14 of the said Act and the Rules.
- (xxiii) The Allottee confirms and undertakes that the display/ usage of the brand name "Mahindra" or "Mahindra Lifespaces" (in its registered logo form) or a combination of words with prefix as "Mahindra" (collectively "**Brand Name**") shall at all times be subject to the sole control of Mahindra and Mahindra Limited ("**M&M**") and the Promoter. It is agreed and accepted by the Allottee that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design, the appearance shall not be changed under any circumstances, unless M&M and the Promoter has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Project and the Project Land including the Phase 1 Project as well as the Association, unless a different understanding is captured between M&M, the Promoter and the Association. It is further agreed that such usage of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by M&M and the Promoter. The Allottee further agrees to not use the Brand Name and / or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by M&M and the Promoter. The Allottee and the Association shall not be entitled to change the name of the Project / Building without written consent of M&M and the Promoter.
- (xxiv) The Promoter shall be entitled to put hoarding / boards, in the form of inter alia neon signs, MS letters, vinyl and sun boards on the Larger Property including Phase 2 Project and Phase 2 Land including on the façade, terrace, compound wall.
- (xxv) The Allottee acknowledges and confirms that the Promoter's liability is limited to the said Phase 2 Land and to what is committed to be constructed and delivered in the said Phase 2 Project. The Promoter at its sole discretion can independently deal with the said Larger Property, unsold apartments and units in the Larger Property including Phase 2 Project, in any manner whatsoever. The Promoter shall have unrestricted access to complete the development of the Larger Property and sell any unsold apartments and units in the Larger Property including the Phase 2 Project and the Allottee undertakes not to cause any obstruction to the Promoter, its representatives and its proposed allottees in this regard.
- (xxvi) The Allottee has no objection to receiving marketing material correspondence, calls and SMS from the Promoter.
- (xxvii) The Allottee hereby agrees and authorizes the Promoter and all of its divisions, affiliates, subsidiaries, related parties and other group companies (collectively the "**Mahindra Entities**") to access his name, address, telephone number, e-mail address, birth date and / or anniversary date (collectively "**Basic Data/Contact Details**"). The Allottee hereby consents to being contacted through calls/ emails/ SMS/ other communication by any of the Mahindra Entities or any financial institutions in order to assist with his purchase or keep him informed regarding product details or send him any product or service-related communication and offers. The Allottee has provided the Basic Data/ Contact Details at his sole discretion and confirms that the Mahindra Entities shall not be held responsible or liable for any claim arising out of accessing or using the Basic Data / Contact Details. The Allottee can discontinue receiving such communications from the Mahindra Entities, by calling the designated call center number +91 (22) 6232 8101.

11. MUTUAL OBLIGATIONS BETWEEN THE PARTIES

The Parties with intention to bring all persons into whose hands the Apartment may come, hereby represent and warrant as follows:

(i) Mortgage and Charge

- a. The Promoter may have an arrangement or credit with certain banks and financial institutions (hereinafter collectively referred to as "the said Bank"), under which the said Bank would grant a line of credit to the Promoter to facilitate development of projects undertaken and carried on by it, and as security for repayment of loans which may be advanced to the Promoter by the said Bank, the Promoter creates or causes to be created mortgages/charges on the lands and construction thereon in favour of the said Bank, and the securities created in favour of the said Bank are substituted from time to time.
- b. The title deeds relating to said Larger Land may have been deposited with the said Bank as security (along with other securities) for repayment of the loans already advanced and which may be advanced hereafter by the said Bank to the Promoter under the said line of credit arrangement.
- c. The Promoter specifically reserves the right to offer and to create charge on the Phase 2 Project/Larger Property (except the said Apartment) for obtaining development, construction and other finance from the said Bank, or other person/body that has already or may hereafter advance credit, finance or loans to the Promoter and Allottee has/have given and granted his specific and unqualified consent and permission to the Promoter for doing the same.

(ii) Compliance

- a. The Allottee shall comply with applicable law with respect to Apartment, from time to time. The Allottee does hereby agree to continue to abide by the provisions of applicable law and shall be solely liable for any breach including any penalties in this regard.
- b. If the Allottee is the resident outside India or having Non Resident Indian (NRI) or Overseas Citizen of India (OCI) status, such Allottee confirms that he shall be solely responsible for compliance with the provisions of the Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India (RBI) Act and Rules / Guidelines made / issued thereunder and all other applicable law including that of remittance of payments, acquisition/sale or transfer of immovable property/s in India. The Allottee shall also furnish the required declaration to the Promoter in the prescribed format, with such permissions/ approvals/ no objections to enable the Promoter to fulfill its obligations under this Agreement. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority / Promoter, or in case of any implications arising out of any default by the Allottee, it shall be the sole liability and responsibility of the Allottee. The Promoter shall accept no responsibility in this regard and the Allottee shall keep the Promoter fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Allottee, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to promptly intimate the Promoter in writing and shall comply with all the necessary formalities, if any.
- c. The Allottee declares and confirms that the monies paid/ payable by the Allottee under the provisions of this Agreement are not linked, directly or indirectly, to any proceeds of any offence and are not in any contravention of the provisions of the Prevention of Money Laundering Act, 2002 and rules/directions/ orders enacted pursuant to the same, from time to time (collectively "**Anti - Money Laundering Regulations**"). The Allottee authorizes the Promoter to give his personal information to any statutory authority as may be required from time to time. The Allottee further affirms that the information/ details provided herein is/are true and correct in all respects and nothing has been withheld including any material facts within his knowledge. The Allottee further unequivocally agrees and confirms that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Anti-Money Laundering Regulations, then the Promoter shall at its sole discretion be entitled to cancel/terminate this Agreement. Upon such termination the Allottee shall neither

have any right, title or interest in the Apartment nor have any claim/demand against the Promoter. In the event of such cancellation/termination, the monies paid by the Allottee shall be refunded by the Promoter to the Allottee subject to the forfeiture clause and in accordance with the terms of this Agreement only after the Allottee furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee or the Promoter shall pay such amounts, if any, to the statutory authority in accordance with its directions/order.

(iii) Amenities

- a. The Promoter proposes to develop Amenities as specified in Annexure L for the Allottee and occupants of the said Larger Property, including the Phase 1 and 3 Project.
- b. The right to use the Amenities shall be personal to the Allottee of the Apartment and shall not be transferable in any manner to any third person or party whatsoever. In the event that the Apartment is sold/ transferred by the Allottee, then in such event the Allottee shall be deemed to have transferred the right to utilize the Amenities as well to the prospective purchaser/transferee of the Apartment. In the event the Allottee has given the Apartment on the rent/lease/leave and license to any person, then such tenant/lessee/licensee shall be entitled to use the Amenities to the exclusion of the Allottee.
- c. The Promoter does not warrant or guarantee for use, the performance or services otherwise provided by the operator of the Amenities, if applicable.

(iv) Club House

- a. The Promoter will develop a club house (“**Club**”) for the Allottee and occupants of the Larger Property along with such other amenities subject to approvals, permissions and sanctions received from the competent authorities and statutory bodies for the purpose of use and enjoyment of the Allottee and occupants of the Larger Property.
- b. Upon making full payment of all amounts due under this Agreement and completion of the Club, the Allottee shall be entitled to use the facilities of the Club which is constructed on the portion of the Larger Property.
- c. The Allottee shall be obliged to pay the charges, if any levied by the operator of the Club for specific service(s) availed by the Allottee.
- d. The Allottee agrees that the Club shall be used only by the allottees of the apartment in the Project. Entry to the Club and use of the facilities, by any of their guests shall be charged, as determined by the Promoter or Organisation as the case may be. The membership will be subject to the terms and conditions, rules and charges, as may be framed /levied from time to time by the Promoter and/or operator of the Club and the Allottee undertakes to be bound by the same and hereby waives his right to raise any objection in this regard.
- e. The right to use the facilities at the Club shall be personal to the Allottee of the Apartment and shall not be transferable in any manner to any third person or party whatsoever. In the event that the Apartment is transferred by the Allottee, then in such event the Allottee shall be deemed to have transferred the right to utilize the Club as well as the membership to the prospective purchaser/transferee of the Apartment. In the event the Allottee has given the Apartment on the rent/ lease/ leave and license to any person, then such tenant/ lessee /licensee shall be entitled to use the facilities at the Club to the exclusion of the Allottee.
- f. The Promoter does not warrant or guarantee for use, the performance or services otherwise provided by the operator of the Club. The Parties hereto agree that the Promoter shall not be responsible and/or liable in connection with any deficiency or the performance/non-performance of the services or otherwise provided to the Allottee.

(v) Un-sold and un-allotted units and areas

- a. It is agreed and understood between the Promoter and the Allottee that after the formation of the Organisation, the Promoter shall be absolutely entitled to hold the unsold apartments, premises, units, un-earmarked areas etc. in the said Phase 2 Project.

- b. All unsold and/or un-allotted apartments, areas and spaces in the Phase 2 Project and Phase 2 Land, including without limitation, parking spaces and other spaces, as applicable, shall always belong to and remain the property of the Promoter at all times and the Promoter shall continue to remain in overall possession of such un-allotted apartments and shall be entitled to enter upon the Phase 2 Land and/ or the Larger Property to enable it to complete any unfinished construction work and/or sell such unsold apartments, as the Promoter may deem fit.
- c. Even after the Promoter develops the said Phase 2 Project and the Larger Property, the Promoter shall continue to have a right to hold, let, dispose of and/or otherwise deal with in any manner whatsoever the remaining unallotted apartments / premises in such manner as they think fit and the sale proceeds thereof shall belong absolutely to the Promoter and the purchaser/s and Allottee of such unsold / unallotted apartments / premises shall be admitted as a member of the Organisation. Such purchaser/s and Allottee (including the Promoter) of such unsold / unallotted flats / premises in case of such purchase, shall not be required to pay any transfer fees, charges, premium and/or donation and/or compensation and/or cost in any form whatsoever to the proposed Organisation or any other entity save and except the membership fee, share money and entrance fee per member for such remaining unsold apartments / premises.
- d. The Promoter shall not be liable to pay or contribute any amount on account of non-occupancy charges or for any other charges or fund provided for under the by-laws, rules and regulations or resolutions of the Organisation or Apex Organisation. The Promoter shall be liable to pay the CAM charges and the property tax for the unallotted units till the same are allotted.
- e. The Promoter reserves to itself and the Allottee shall and shall cause the Organization to provide to the Promoter the unfettered right to the full, free and complete right of way and means of access to the un-allotted apartments in the Project with the authority to grant such rights to the allottees/ users and occupants of such apartments as and when the same are allotted for the full and proper use and enjoyment of such un-allotted apartments.
- f. Further, the Promoter shall be entitled to maintain a sales office in one of the unallotted apartments in the Project.

(vi) Defect Liability

- a. In the event the Apartment is allotted prior to the date of the OC of the Building and 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 within a period of 5 (five) years from the date of offer of possession of the said Apartment to the Allottee ("**Defect Liability Period**"), then, wherever possible such defects shall be rectified by the Promoter at its own cost. In case it is not possible to rectify such defects, then Allottee shall be entitled to receive from the Promoter compensation for such defect in the manner as provided under the Act. Provided however in cases where the apartment/s are sold after the date of the OC, the Defect Liability Period shall be 5 (five) years from the date of the OC.
- b. The Promoter shall not be liable to the Allottee for the Apartment and Phase 2 Project in the following events:
 - (i) Structural defects caused or attributable to the Allottee including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the premises other than for its intended purpose;
 - (ii) Structural defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.;
 - (iii) Structural defects induced anyhow by failure of waterproofing system(s) of the premises or the building;
 - (iv) Structural defects induced by Force Majeure situations, such as war, flood, act of God, explosions of any kind by terrorist, etc.;
 - (v) The Apartment has undergone civil renovations;
 - (vi) Willful default and/or negligence of the Allottee.

(vii) Right of Access

- a. The Promoter reserves to itself the unfettered right to the full, free and complete right of

way and means of access over, along and under all the internal access roads in the said Phase 2 Land and/ or the Larger Property and any common rights of ways with the authority to grant such rights to the Allottee and/or users and owners of apartments being constructed on the Phase 2 Land and/ or the Larger Property (present and future) at all times and the right of access to the Phase 2 Land and/or the Larger Property for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Phase 2 Land and/ or the Larger Property and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Phase 2 Land and/ or the Larger Property, if necessary to connect the drains, pipes, cables etc. under, over or along the land appurtenant to each and every building to be constructed on the Phase 2 Land without in any way obstructing or causing nuisance to the ingress and egress of the Allottee /other occupants of apartments in buildings constructed on the Phase 2 Land and/ or the Larger Property.

(viii) Show apartments / Sample apartments / Mock-up apartment/ Virtual or printed renders of apartments

The Allottee agrees that the following provisions shall be applicable to (i) show units/ sample units/ mock-up apartments, as and when made and (ii) virtual or printed renders of the apartments or the Phase 2 Project, from time to time:

- a. The Allottee agree/s and understand/s that all the materials and fittings which are exhibited in the show apartment / sample apartment/ mock-up apartment and/or virtual or printed renders of apartments may vary as to its make, colour, shade, shape and appearance from the ones provided in the Apartment.
- b. The Allottee agrees and understands that the interiors, furniture, kitchenette and fixtures in the show apartment / sample apartment/ mock-up apartment and/or virtual or printed renders of apartments are provided only to give a vision of a furnished apartment as per the advice of the interior designer.
- c. The Allottee also agrees and understands that the dimensions and the area of the said Apartment, shall vary from this show apartment / sample apartment / mock-up apartment and/or virtual or printed renders of apartments based on the floor, block and location of the Apartment.

12. ASSIGNMENT

The Promoter may at any time assign or transfer (by way of lease, mortgage, sale or otherwise), in whole or in part, its rights and obligations in respect of the Phase 2 Project in accordance with the applicable laws. On such transfer, the assignee or transferee of the Promoter shall be bound by the terms and conditions herein contained.

13. BINDING EFFECT

Sharing a draft/ copy of 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 due as stipulated in the Payment Schedule within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee 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 fails to 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 the balance amount, if any, shall be returned to the Allottee without any interest or compensation whatsoever, subject to the forfeiture clause as stated herein.

14. ENTIRE AGREEMENT

This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding /agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. The Allottee hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Promoter and/or its agents to the Allottee and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Allottee in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials brochures etc.

15. RIGHT TO AMEND

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

16. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Promoter and the Allottee hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Phase 2 Project and the Project shall equally be applicable to and enforceable against any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

17. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottees in the Larger Property, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the apartments in the Phase 2 Project or the Project as the case may be.

19. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

20. 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.

21. PLACE OF EXECUTION

- a. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory and after this Agreement is duly executed by the Allottee and the Promoter this Agreement shall be registered at the concerned office of the Sub-Registrar of Assurances.
- b. The Parties shall present this Agreement at the proper registration office within the time limit prescribed by the Registration Act, 1908 and will attend such office and admit execution thereof.

22. NOTICES

- a. 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 above.
- b. 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.

23. 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.

24. STAMP DUTY AND REGISTRATION FEES

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

25. 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 Act, Rules and Regulations thereunder.

26. 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 in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

IN WITNESS WHEREOF the 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 Phase 2 Land)

Undivided portion of all that pieces and parcels of vacant non-agricultural land, bearing Survey No. 11, Hissa No.2 (part) and CTS Nos. 95, 95/1, 95/2, 95/3, 95/4, 95/5 admeasuring 376.40 square metres situate at Acme Tiles Compound, Saki Naka, Off Saki Vihar Road, Mumbai – 400 072, Mumbai Suburban District, Maharashtra and bounded as follows:

On or towards the East	:	CTS No.100, 102 and 108
On or towards the West	:	Existing 13.4 mtr. wide road off Saki Vihar Road
or towards the North	:	Proposed 13.4 mtr. wide D. P. Road
On or towards the South	:	CTS No.96

**SIGNED AND DELIVERED BY THE WITHIN NAMED
“Promoter”
MAHINDRA LIFESPACE DEVELOPERS LIMITED**
Through its Authorized Signatory

SIGNED AND DELIVERED BY THE WITHIN NAMED
Allottee: (including joint Allottees)

(1) Mr. Shubham Mukherjee

at _____ on _____

in the presence of:

WITNESSES:

1. Name _____
Signature _____
2. Name _____
Signature _____

ANNEXURE A
Layout Plan

ANNEXURE B
List of Permissions and Approvals for the Phase 2 Project

Sr. No.	List of approvals	Details
1.	Building sanction Plans	CHE/ ES/ 2226/ L/ 337(NEW)/ 337/ 7/ Amend dated 27th December 2021 (as amended from time to time)
2.	Commencement Certificate	CHE/ ES/ 2226/ L/ 337(NEW)/ FCC/ 337/ 2/ Amend dated 21st Nov-2023 (as revalidated from time to time)
3.	Environmental Clearance from MoEF	SEIAA – EC - 0000002027 Dt. 04 th October, 2019
4.	Details and sanction for supply of civic and infrastructure facilities [#]	
a)	Electricity and power	APRSS/UNIT16/2019/0000006 dt. 22nd August, 2019
b)	Municipal water	Letter no.HE/000373/2020/L/ES dt.1 st February, 2020
5.	RERA Registration Number and all RERA details	<ul style="list-style-type: none"> • MAHARERA registration no.: P51800031699, valid up to 31-12-2025. • https://maharera.mahaonline.gov.in

[#]The Promoter has clarified to the Allottee that the Phase 2 Project may not have the necessary civic and infrastructure facilities in place as on the date of booking or at handing over of possession of the said Apartment, as the same is to be provided by the concerned government or local authority or body. The Allottee agrees that since this is beyond the control and scope of the Promoter, they shall not hold the Promoter responsible for the delay/ non-provision of civic and infrastructure facilities by any authority.

**ANNEXURE C
COPY OF COMMENCEMENT CERTIFICATE**

**ANNEXURE D
COPY OF RERA CERTIFICATE**

ANNEXURE E
COPY OF TITLE CERTIFICATE

ANNEXURE F
COPIES OF THE PROPERTY REGISTER CARDS

ANNEXURE G
LIST OF ENCUMBRANCES ON THE LARGER PROPERTY

NIL

ANNEXURE H
DETAILS OF APARTMENT, CHANNEL PARTNER AND DATE OF POSSESSION

Apartment Details	
Typology	2 BHK Prime
Building	B
Floor	4th
Apartment No.	404
RERA Carpet Area (Square metres)	70.29
Utility Area (Square metres)	2.00
Total Area (Square metres)	72.29
Date of Possession	31/12/2025
Source of Funding	Self

Details of Parking Spaces	
Number and type of car parking	One Stack/ Podium/ Basement/ Stilt
Car Parking Space No.	1

Details of Real Estate Agency /Broker/ Channel Partner	
Name	Garima Lakhanlal Chaudhary
Address	Mumbai
RERA Registration number	A51700030309

**ANNEXURE I
FLOOR PLAN OF APARTMENT**

ANNEXURE J

SALE CONSIDERATION, PAYMENT SCHEDULE AND OTHER CHARGES

Sr. No.	Terms and Expressions	Amount in Rs.
1	Apartment Consideration	Rs. 1,89,31,296/- (Rupees One Crore Eighty Nine Lakhs Thirty One Thousand Two Hundred Ninety Six Only)
2	Provisional advance common area maintenance charges for 12 months.	Rs. 90,792/- (Rupees Ninety Thousand Seven Hundred Ninety Two Only)
3	Provisional water & electricity meter connection charges.	Rs. 25,000/- (Rupees Twenty Five Thousand Only)
4	MNGL Charges	Rs.NA /- (Rupees NIL Only)
5	Society Formation & Share Money Charges	Rs.5600 /- (Rupees Five Thousand Six Hundred Only)

PAYMENT SCHEDULE

Sr. No.	Description	Consideration Amount Payable excl. GST/ Taxes (Rs.)	GST / Taxes
1	Booking Amount of Tower B	946565	As per Actual
2	Within 60 days of Booking	14198472	As per Actual
3	On Application of OC for Tower B	1893130	As per Actual
4	On Date of Offer of Possession for Tower B	1893129	As per Actual
	Total	18931296	

Amount received towards apartment consideration	<u>Rs. 9,46,565/- (Rupees Nine Lakhs Forty Six Thousand Five Hundred Sixty Five Only)</u>
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Important information

1. Time bound payment shall be payable as per the aforesaid Payment Schedule without need of any demand letter and/ or reminder from the Promoter.
2. In the event the Allottee approaches a Bank/ Financial Institution for availing a home loan, any delay by such Bank/ Financial Institution in making the payment as per the Payment Schedule shall attract interest as per applicable law from the date such amounts fall due till realization of payments by the Promoter.
3. Sanction Letter cannot be submitted to cover any portion of payment of the Booking Amount and this should be paid by the Allottee/s from his own sources only.
4. The GST amounts payable are as set out the Payment Schedule. If there is any increase in taxes, charges, levies, duties, cess, etc., the same shall be paid by the Allottee/s.
5. The Allottee/s has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment.
6. Demands for internal walls and flooring milestones above will be triggered when the milestone is achieved, which could be prior to the structure completion.
7. The CAM charges, stamp duty and registration fees and any other charges and outgoings are provisional and based on estimates. If there is any increase due to actual cost incurred or demand by statutory authorities and/or otherwise, such shortfall shall be paid by the Allottee.
8. The Promoter shall not accept payment by cash and/ or deposit of cash in the designated account of the Promoter.

**ANNEXURE K
AMENITIES AND SPECIFICATIONS FOR THE SAID APARTMENT**

Living, dining, bedrooms	Vitrified Tiles
Kitchen	Vitrified Tiles (Antiskid)
Bathrooms	Flooring – Vitrified Tiles / Ceramic Tiles (Antiskid)
Passage/ Lift Lobby	Vitrified Tiles
Balcony/utility	Ceramic Tiles (Antiskid)

Wall & Ceiling finishes:

WALLS & CEILING	Exterior walls, Corridor, balcony & Utility: Exterior grade paint
	Internal walls in Living/Dining/Bedroom: Gypsum plaster with water based Acrylic Emulsion or equivalent.
	Internal walls in Kitchen – Gypsum plaster with water based Acrylic Emulsion or equivalent. Kitchen Dado: Ceramic Tiles up to 600 mm height above Kitchen Platform
	Toilets: Dado for Toilets: Ceramic Tiles up to door height. Remaining Areas of Toilets: Water based acrylic Distemper or equivalent.
	Balcony / Utility Walls: Exterior grade paint
	Ceiling In Living/ Dining/ Bedrooms/ Kitchen: Putty with water based Acrylic Emulsion or equivalent.
	Ceiling In Toilet: Moisture resistant False Ceiling or equivalent.
Balcony / Utility Ceiling: Exterior Grade Paint	

Sanitary and CP Fittings

WC	Premium Quality EWC with Cistern & Health Faucet
Cistern	Premium Quality concealed PVC cistern
Wash basin	Premium Quality Ceramic Wash Basin with Fixtures.
Kitchen sink	In 2 & 3 BHK Apt.- Single Bowl with Single Drain Board SS Sink In 1 BHK Apt.- Only Single Bowl SS Sink
Bib Tap	Premium quality CP fittings
For Plumbing	Premium quality UPVC / CPVC pipes in internal plumbing works.
Exhaust Fan	Provision & Installation
Geyser	Provision for wiring and plumbing only. No geyser unit to be provided
Water Supply for Washing Machine	Provision for wiring and plumbing.

M&E Works

Concealed electrical wiring with points

Others
RCC structure and Internal walls constructed using CLC /AAC Blocks Granite Platform in the Kitchen

Doors & Windows

Main Door – Standard Pre Hung FRD Door Bedroom & Bathroom Doors - Standard Pre Hung-Door Windows – Aluminium windows. Video Door Phone System - Provided in the living room of the apartment

Note: The Promoter shall provide the amenities and specifications as per the details above or with equivalent or similar brands, based on availability.

ANNEXURE L
PART A – AMENITIES IN THE PHASE 2 PROJECT

Sr. No.	List of Amenities and Specifications for the Project	Description	Stage wise time schedule of completion
1.	Entrance lobbies	Exclusive for Wing- 'B'	Same as possession date of Apartment
2.	Lift Lobbies	Lift Lobbies on each floor for Wing 'B'	Same as possession date of Apartment
3.	Elevators	Exclusive for Wing- 'B'	Same as possession date of Apartment
4.	DG power backup for common areas (amenities)	For corridors and elevators	Same as possession date of Apartment
5.	Meter Room	Exclusive for Wing- 'B'	Same as possession date of Apartment

PART B – AMENITIES IN THE SAID PHASE 2 PROJECT
(to be shared with the Larger Property)

Sr. No.	List of Common Amenities and Specifications for the said Larger Property	Location	Stage wise time schedule of completion
1.	Club house	Located in the common area with Swimming Pool with pool deck for Kids and Adult, GYM, Yoga Room, Recreation Hall, Indoor games area.	Completion date along with future development of other phases to be developed on Larger Property
2.	Kids Play Area with Tot Lot	Common for all wings on the Larger Property.	Completion date along with future development of other phases to be developed on Larger Property
3.	Sewage Treatment Plant	Common for all blocks/ Wings	Completion date along with future development of other phases to be developed on Larger Property
4.	Rainwater harvesting	Common for all blocks/ wings	Completion date along with future development of other phases to be developed on Larger Property
5.	Substation	Common for all wings on the Larger Property and located in Wing 'A'	Completion date along with future development of other phases to be developed on Larger Property
6.	Society Office	Common for all wings on the Larger Property and located in Wing 'B'	Completion date along with future development of other phases to be developed on Larger Property
7.	OWC & Solid waste management	Common for all wings on the Larger Property and located in Wing 'B'	Completion date along with future development of other phases to be developed on Larger Property

8.	Landscaping/ Street Lighting	Common for all wings on the Larger Property.	Completion date along with future development of other phases to be developed on Larger Property
9.	Solar PV for common area lightning	Solar electrification for common areas of all wings	Completion date along with future development of other phases to be developed on Larger Property
10.	Outdoor Gym	Common for all wings on the Larger Property and located in the common areas	Completion date along with future development of other phases to be developed on Larger Property
11.	Reflexology Path	Common for all wings and located in common area	Completion date along with future development of other phases to be developed on Larger Property
12.	Party Lawn cum Deck	Common for all wings and located in common area	Completion date along with future development of other phases to be developed on Larger Property
13.	Seating Deck	Common for all wings and located in common area	Completion date along with future development of other phases to be developed on Larger Property
14.	Step Garden	Common for all wings and located in common area	Completion date along with future development of other phases to be developed on Larger Property
15.	Rock climbing wall	Common for all wings and located in common area	Completion date along with future development of other phases to be developed on Larger Property
16.	Miyawaki Forest inclusive of Tree House	Common for all wings and located in common area	Completion date along with future development of other phases to be developed on Larger Property

Note: The description of the amenities above is indicative and is subject to availability and as per approvals of the authority, as applicable. The Promoter reserves the right to modify the amenities and provide alternate amenities.

• PART C– ARCHITECTURAL AND DESIGN STANDARDS OF THE PHASE 2 PROJECT

1.	Structural standard design – As per National Building Codes of India and relevant codes & regulations
2.	RCC construction with aluminium formwork/Conventional. Internal walls of CLC/AAC blocks
3.	Fire protection and fire safety requirements as per CFO NOC.
4.	Compliance of IGBC rating requirements
5.	Use of energy efficient LED lights in common areas
6.	Solar PV for common area lighting