

**AGREEMENT FOR SALE**

This Agreement for Sale (“**Agreement**”) is made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand \_\_\_\_\_

**BETWEEN**

**MAHINDRA LIFESPACE DEVELOPERS LIMITED, ( PAN NO: AAACG8904C)**, a Company incorporated and registered under the Companies Act, 1956 and deemed existing under the provisions of the Companies Act, 2013 and having its Registered Office at Mahindra Towers, 5<sup>th</sup> Floor, Worli, Mumbai - 400018, hereinafter referred to as "**the Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **ONE PART**;

**AND**

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

OR

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

OR

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

OR

(iv) \_\_\_\_\_, a company incorporated and registered under the Companies Act, 1956 with

CIN No. \_\_\_\_\_ and having its Registered Office at  
\_\_\_\_\_  
\_\_\_\_\_;

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

**WHEREAS:**

- A. By Deed of Conveyance dated 27 October 2004, executed between Cadila Healthcare Limited and Altana Pharma Private Limited (now known as Nycomed Pharma Private Limited) , registered with the Sub-Registrar of Assurances, Mumbai, under Serial No. BDR-1/5887/2004, Cadila Healthcare Limited sold, transferred and assigned in favour of Altana Pharma Private Limited, all that piece and parcel of freehold land admeasuring 11884.8 sq. mtrs., together with the structures standing thereon, abutting the public road known as Suren Road and situated in the revenue village of Gundavali at Andheri East in Greater Bombay, Taluka South Salsette, District Bombay Suburban, Registration Sub-District Bandra, and bearing Survey No. 10(B), Hissa No. 1, Survey No. 10(B) Hissa No. 2 (part), and Survey No. 10 C corresponding to New City Survey No. 243( corresponding to CTS Nos. 243A, 243B & 243C, 247, 247/1, 247/2, 247/3, 248 and 248/1 (“ **the said Larger Land**”) for consideration and on terms and conditions more particularly set out therein.
- B. By and under Deed of Conveyance dated 20 March 2013, registered with the Sub-Registrar of Assurances at Andheri, under Serial No. BDR-4/2064 of 2013, Nycomed Pharma Private Limited granted, sold, transferred, conveyed and assured unto the Promoter, the said Larger Land admeasuring 11,884.8 sq. mtrs. for the consideration & on the terms and

conditions mentioned therein. The said Larger Land is more particularly described in the First Schedule hereunder written and delineated in red colour on the plan hereto annexed as “**Plan -1**” .

- C. Vide Mutation Entry No. 327, the name of the Promoter has been mutated in the holder column in the Property Card of the said Larger Land.
  
- D. Vide its order bearing No. CHE/025262/DP-WS/H&K dated 27<sup>th</sup> August, 2015, the Chief Engineer, Municipal Corporation of Greater Mumbai (**MCGM**), has granted its permission for conversion of use of the said Larger Land from Industrial to Residential under the provisions of the Development Control Rules, 1991.
  
- E. By Sub Division Order bearing number C/Karya-3C/Ekatri/Povi/Kavi-79 dated 20.05.2017 issued by the Collector, Mumbai Suburban District, the said Larger Land has been sub-divided being (i) the first plot, which admeasures 6739 sq. mtrs. bearing new CTS Nos. 243B/1, 243B/2, 247A, 247B (hereinafter referred to as “Plot A”), (ii) the second plot, which admeasures 5145.8 sq. mtrs bearing New CTS number 243A/1 & 243 A/2, (hereinafter referred to as “Plot B”).
  
- F. Out of Plot A land admeasuring 355.2 sq,mtrs. bearing CTS number 243/B2 and CTS number 247/ B and Out of Plot B land admeasuring 505.4 sq,mtrs. bearing CTS number 243/A/2, totally admeasuring 860.6 sq. mtrs. (hereinafter referred to as “Plot C”) is reserved for D.P. Road.
  
- G. By possession receipt dated 19<sup>th</sup> June, 2017 , the Promoter has handed over Plot C and hence the revised Area for plot A is 6383.8 Sq. Mtrs and revised area for Plot B is 4640.4 Sq. Mtrs.
  
- H. The Promoter has used / shall be entitled to use the FSI/TDR benefits in lieu of the portion of DP Road handed over to MCGM to the corresponding plots (i.e. FSI / TDR benefits arising out of handing over of DP Road).
  
- I. The Promoter has developed a separate projects named “Vivante” consisting of 2 (two) buildings having 2 (two) wings each (Viz: B1, B2, B3 & B4) on Plot-B.

- J. The Owner has prepared a scheme named as “**VICINO**” for development of the plot A land bearing CTS No. 243/B/1 admeasuring 2002.3 Sq. Mtrs. and CTS No. 247/A admeasuring 4381.5 Sq. Mtrs. aggregating to 6383.8 Sq. Mtrs., by constructing thereon apartments, units for sale on ownership basis and by providing a separate car park building, club house facility and other amenities for the use, enjoyment and benefit of all the allottee/s of the residential apartments, units to be constructed on Plot A. The separate Car Park Building for Vicino, will be with a mechanical parking system without any particular/permanent parking slot / numbers. The Plot A land is hereinafter referred to as “ **the Project Land**” and is more particularly described in the Second Schedule hereunder written and delineated in blue colour on the Plan hereto annexed as “**Plan-1**”.
- K. The Project Land has been mortgaged in favour of Aditya Birla Finance Ltd. for loan facilities availed by the Promoter. The original title deeds have been deposited with Aditya Birla Finance Ltd. as a security for due repayment of loan facilities and the mortgage has been registered with the Registrar of Companies, Mumbai, Maharashtra bearing Charge Identification No. 100350213 dated 12th July, 2020 and with the Sub-Registrar of Assurance ( Andheri-3) under serial number BDR-9-955 of 2020 on 22nd July, 2020 . In terms of the loan documents, Aditya Birla Finance Ltd. has agreed that the Promoter in its normal course of business can sell the apartments and upon intimation of such sale to Aditya Birla Finance Ltd., Aditya Birla Finance Ltd. shall release its charge on the apartments sold by the Promoter. Accordingly, the financial institution has released its charge on the said Apartment defined herein.
- L. The residential apartment purchasers, occupants and their visitors, agents or servants of the Project Vivante will have permanent access, at all times and from time to time by night and day to pass and re-pass, a non-exclusive unfettered perpetual right of way, for the purpose of ingress and egress by foot or use of any vehicles from Suren Road through Project Land as shown by green colour wash on the Plan hereto annexed as **Plan -1**.
- M. The Promoter is entitled to construct 3 (Three) residential building/s consisting of multiple wings each comprising of apartments and a mechanized Car Park Building, by consuming FSI out of available FSI of 22,324.84 Sq.mt. (Incl. fungible FSI) on the Project Land. Each Residential Building/s shall comprise basements and /or ground level / Stilt Level and

such number of habitable upper floors as may be approved by the local, competent or planning authorities from time to time.

<b>Building Number / Real Estate Project</b>	<b>Wing No.</b>	<b>Number of floors</b>	<b>No. of apartments in Wing</b>
1	A1	Basement + Ground Level +1 <sup>st</sup> to 14 <sup>th</sup> floors.	42
	A2	Basement + Ground level.+1 <sup>st</sup> to 14 <sup>th</sup> floors.	28
2	A3	Proposed	Proposed
	A4	Proposed	Proposed
3	A5	Proposed	Proposed
	A6	Proposed	Proposed
Mechanized Car park Building		Proposed	Proposed

The phase-wise construction and development of the Project Land being undertaken by the Promoter under the provisions of Development Control Rules of MCGM (“**DCR**”) is hereinafter referred to as “**Project-Vicino**”.

N. The development of the Building 1 consists of 2 Wings, i.e. Wing A1 & Wing A2 (hereinafter referred to as “**the said Building**”) is a phase of the Project – Vicino (as defined above) and is proposed as a real estate project by the Promoter and has been registered as a real estate project (“**the Real Estate Project**”) with the Maharashtra Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 and any amendment thereto (“**RERA Rules**”). The Authority has duly issued the Certificate of Registration No. [●] dated [●] for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as **Annexure “A”** hereto.

- O. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee has agreed and consented to the development of the Project – Vicino. The Allottee has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.
- P. The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, are briefly stated below-
- (i) 1 (one) building known as Building No. 1 consist of Basement + Ground level / Stilt Level + 1<sup>st</sup> to 14<sup>th</sup> floors;
  - (ii) Total floor space index (“**FSI**”) of \_\_\_\_\_ sq.mtrs has been sanctioned for consumption in the construction and development of the Real Estate Project.
  - (iii) The Wingwise common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottees of the respective wings are listed in the **Third Schedule** hereunder written (“**Wingwise Project Amenities**”).
  - (iv) The common areas, facilities and amenities in the Project – Vicino that may be usable by all the Allottees of the Real Estate Project upon completion of development of project Vicino are listed in the **Fourth Schedule** hereunder written (“**Real Estate Project Amenities**”).

MCGM has sanctioned plans for construction of the Real estate Project and has issued the Intimation of Disapproval and Commencement Certificate with respect to the Real Estate Project and hereinafter referred to as “**IOD**” and “**CC**” respectively.

The sanctioned plans include the building plan, section, specifications and details of the Wing and Real Estate Project. The building plans / section plan of the said Wing / Real Estate Project is hereinafter referred to as “**Building Plan**” and is annexed hereto and marked as **Annexure “E1”**.

The details of formation of the Association of Allottees and conferment of title upon the Association of Allottees with respect to the Real Estate Project, are more particularly specified in Clause 11 and 13 below.

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

- Q. The principal and material aspects of the development of the Project Land (“Project -Vicino”) as disclosed by the Promoter are briefly stated below-
- a. The area of the Project Land is to be developed in a phase-wise manner and . certain portion of the Project Land needs to be handed over to MCGM as Amenity Open Space. The balance portion of the Project Land shall comprise Project – Vicino..
  - b. The Allottee has perused a copy of the Proposed Layout Plan (“**Proposed Layout**”) which specifies the location of the existing buildings, and new/future/further building/s to be constructed on the Project Land specifying the proposed total FSI proposed to be utilized on the Project Land (“**Proposed Potential FSI**”), and also, the tentative locations where common areas, facilities and amenities, reservations and other open and built-upon spaces are proposed to be situate.
  - c. The scheme and scale of development proposed to be carried out by the Promoter on the Project Land will be in accordance with applicable law as amended from time to time;
  - d. The Promoter shall be entitled to confer title of the particular building to such Associations, as mentioned at Clause 13 below.
  - e. The details of formation of the Apex Body, and, conferment of title upon the Apex Body with respect to the Project Land and all common areas, facilities and amenities, basements, and other spaces & other common areas on the Project Land, as mentioned at Clause 14 below

- f. The Promoter would be entitled to aggregate any contiguous land parcels with the development of the Larger Land, as provided under the Proviso to Rule 4(4) of the RERA Rules.
- g. The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Project Land, in full or in part, as may be required by the applicable laws from time to time.

The above details and further aspects of the Proposed Future and Further Development of the Project Land, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in> ("**Proposed Future and Further Development of the Project Land**").

- R. The statutory approvals mandatorily require the Promoter to hand over certain stipulated percentage of the Larger Land to the concerned authorities or develop the same as public amenity. In addition, the Promoter shall be required to handover certain area of the Project Land to the utility providers such as Adani Power Limited / Maharashtra State Electricity Distribution Company Limited or any other utility provider. The Promoter shall determine and identify the portion and location of the Larger Land to be handed over or developed the same as public amenities at its cost and benefit for complying with the terms and conditions of statutory approvals. The portion of the Larger Land left over after handing over the stipulated percentage if any, to the MCGM or statutory authority and/or developing as a public amenity as may be required from time to time, only would be available for transferring to the Apex Body.
- S. The Promoter has entered into an Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- T. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacement/substitute thereof from time to time) till the completion of the Real Estate Project.



- U. By virtue of the Conveyance, the Promoter is the absolute owner and in possession of the Project Land and has sole and exclusive right to sell the apartments in the said Building/s constructed / to be constructed by the Promoter in the Real Estate Project and to enter into this Agreement/s with the allottee(s) of the apartments and to receive the sale consideration in respect thereof;
- V. At the request of the Allottee, the Promoter has given inspection to the Allottee of all documents of title by which the Promoter has acquired right, title and interest to develop the Project Land , and all the approvals and sanctions issued by relevant authorities for the construction and development of the Project Land , Real Estate Project and Project-Vicino and all the documents mentioned in the Recitals hereinabove and such other documents as are specified under RERA and the Rules and Regulations made thereunder.
- W. The copies of the following documents related to the Apartment / Real Estate Project / Project – Vicino constructed / to be constructed by the Promoter have been annexed herewith:

<b>Sr. No.</b>	<b>Particulars</b>	<b>Annexure No.</b>
1	RERA Certificate	A
2	Title Report issued by the Advocate of the Promoter	B
3	Property Register Card(s)	C
4	Extracts of Village forms VI and VII and XII	D1 – D2
5	The said Building Plans	E1
6	Proposed Layout Plans	E2
7	Intimation of Disapproval (“ <b>IOD</b> ”) for Building No. 1	F
8	Commencement Certificate (“ <b>CC</b> ”) for Building No. 1	G
9	Plan for mechanised car park building / car parking allotted at the Stilt Level / Ground Level as approved by MCGM	H
10	Typical Floor Plan of the said Apartment	I
11	Specification and amenities for the apartment	J

- X. The Promoter has obtained some of the approvals from the concerned local authority(s) for the plans, the specifications, elevations, sections of the Real Estate Project and shall obtain such approvals as may necessary from various authorities from time to time, so as to obtain Building Completion

Certificate or Occupancy Certificate of the said Building(s)/ Wing(s), as the case may be.

- Y. While sanctioning the said plans, approvals and permissions as referred hereinabove, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project / Project Vicino and upon due observance and performance of which only the completion or occupancy certificate in respect of the said Building(s)/ Wing(s) in a Real Estate Project shall be granted by the concerned local authority.
- Z. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals & permissions as referred hereinabove.
- AA. Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Apartment, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project and the Project-Vicino, and such title being clear and marketable; (ii) the approvals and permissions (including IOD and CC) obtained till date and (iii) the Promoter's entitlement to develop the Real Estate Project and Project-Vicino and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable law and sell the apartments therein. The Allottee hereby undertake(s) not to hereafter raise any objection and/or make any requisitions with respect to the title of the Promoter to the said Project Land.

The Allottee also undertakes that, he/she/it has verified with his financial advisor and confirm that the Allottee has/have the financial capability to consummate the transaction.

- BB. The Allottee is desirous of purchasing on ownership basis residential apartment and has applied to the Promoter for sale of an apartment more particularly described in the Fifth Schedule hereunder written and shown in red hatched lines on the typical floor plan annexed hereto as **Annexure "I"**, which shall be situated in the Real Estate Project.

- CC. The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the said Apartment, at or for the consideration more particularly mentioned in the Fifth Schedule hereunder written and hereinafter referred as the “**Total Consideration**” payable by the Allottee to the Promoter in the manner set out in the Sixth Schedule hereunder written. Prior to the execution of these presents, the Allottee has paid to the Promoter part payment of the Total Consideration of the Apartment as more particularly mentioned in the Fifth Schedule hereunder written (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance amount of the Total Consideration in the manner hereinafter appearing in Sixth Schedule.
- DD. The carpet area of the said Apartment, as mentioned in the Fifth Schedule, means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.
- EE. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- FF. Under section 13 of the RERA the Promoter is required to execute a written Agreement for Sale of the said Apartment with the Allottee, being in fact these presents and also to register this Agreement under the Registration Act, 1908.

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

1. The above Recitals from (A) to (FF) shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA and RERA Rules.
2. **REAL ESTATE PROEJCT / PROJECT -VICINO:**

- 2.1 The Promoter shall construct the Building No 1, consisting of 2 wings (i.e. A1 & A2), having Basement + Ground Level / Stilt Level + 1<sup>st</sup> to 14<sup>th</sup> upper floors i.e. the said Building being the Real Estate Project, in accordance with the plans, designs and specifications as referred hereinabove and as approved by the MCGM from time to time.

The Promoter intend to apply and obtain from MCGM approval for amendment in the sanctioned plans, designs and specification for splitting of refuge area situated on the 8<sup>th</sup> floor on staircase mid landing of alternate floors of each building / wing, as the case may be, and construct additional apartment/s. The Allottee / s hereby gives his / her / their / its unconditional and irrevocable consent for the same.

Additionally, the Promoter is entitled to construct apartments by constructing additional floors, by making amendment in the approved plans / designs as may be approved by MCGM, from time to time, in case of lifting of embargo on height restriction by the Competent Authority and / or Hon'ble court. The Allottee/s hereby gives his/her/its unconditional and irrevocable consent for the same.

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

- 2.2 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

- 2.3 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall, before handing over possession of the

Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

### **3. THE SAID APARTMENT**

- 3.1 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, an Apartment, more particularly described in the Fifth Schedule hereunder written, (hereinafter referred to as "**the said Apartment**") as shown in red colour hatched lines in the Typical Floor plan thereof hereto annexed as **Annexure 'I'** and more particularly described in the **Fifth Schedule**.

The Allottee hereby also agrees to purchase / grant exclusive right to use from the Promoter and the Promoter hereby agrees to sell / grant exclusive right to use to the Allottee mechanized covered parking space(s) situated in a separate car park building / in the Ground Level / Stilt Level of Building No. 1 , more particularly described in the Fifth Schedule hereunder written, being constructed by the Promoter in Project -Vicino and hereinafter referred to as the "**Parking Space**". The exact location and dimension of Parking Space will be finalized by the Promoter only upon completion of the Real Estate Project in all respects. The Parking Space shall be for the Allottee/s and Allottee/s' visitors. The Allottee is aware that just as the Parking Space will be for exclusive use of the Allottee and/or his visitors, similar exclusive usage rights of the respective parking spaces to other allottees of apartments and their visitors shall be granted by the Promoter and that the same shall be binding on the Allottee, his nominees and assigns. The details of the allotment of the parking spaces will be handed over to the Association of Allottees / Apex Body as described hereinafter to be formed as set out hereinafter.

- 3.2 The internal fitting and fixtures in the said Apartment that shall be provided by the Promoter are listed in the **Annexure 'J'** annexed hereto and the Allottee is satisfied with the fittings and fixtures mentioned therein. In case of non-availability of any of the particular brand, the Promoter shall provide such internal fitting and fixtures of any other available brand closer to the particular brand and quality, or price range (if unbranded).

### **4. CONSIDERATION**

- 4.1 The Allottee hereby agrees to purchase from the Promoter the said Apartment for the consideration, more particularly mentioned in the Fifth Schedule hereunder written, being also the proportionate price of the common areas and facilities appurtenant to the said Apartment. The nature, extent and description of the common areas and facilities (**'Wing wise Project Amenities'**) are more particularly described in the **Third Schedule** written hereunder.
- 4.2 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell / grant exclusive right to use to the Allottee mechanized covered parking space(s) situated in a separate car park building / parking space/s situated at Stilt Level / Ground Level, more particularly described in the Fifth Schedule hereunder written, for the consideration mentioned in the Fifth Schedule hereunder written
- 4.3 The total consideration amount, for the said Apartment and the Parking Space/s (hereinafter collectively referred to as "**the Premises**"), which shall be subject to tax deducted at source (**'TDS'**) at applicable rates (**"Total Consideration"**).
- 4.4 The Allottee has paid on or before execution of this Agreement amount as mentioned the Fifth Schedule hereunder written as booking amount (the payment and receipt whereof the Promoter doth hereby admits and acknowledges) and hereby agrees to pay to the Promoter the balance amount as mentioned the Fifth Schedule hereunder written in the manner as mentioned in the Sixth Schedule hereunder written.
- 4.5 The Total Consideration, as mentioned in the Sixth Schedule hereunder written, shall be paid by the Allottee to the Promoter in installments in the Bank Account more particularly mentioned in the Fifth **Schedule** hereunder written (**"the said Account"**).
- 4.6 The Total Consideration excludes taxes paid or payable by the Promoter, and/or which are recoverable from the Allottee, at applicable rates from time to time, by way of in the Goods and Services Tax (**"GST"**) or any other taxes and Cess or any other similar direct / indirect taxes which may be levied, in connection with the construction of the Real Estate Project and/or with respect to the said Apartment and/or the said Premises and/or this Agreement upto the date of handing over the possession of the said Apartment. It is clarified that all such taxes, levies, duties, cesses (whether

applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, cess, duties and impositions as may be applicable, levied / increased, from time to time, by the Central Government and/or the State Government and/or any local, public or statutory authorities / bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

4.7 The Total Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority, Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification /order / rule /regulation / demand, published / issued in that behalf to that effect along with the demand letter being issued to the Allottee.

4.8 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building in the Real Estate Project is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The Total Consideration payable for the said Apartment on the basis of the carpet area of the Apartment, excluding the consideration for the common areas and parking space/s, shall be recalculated upon confirmation of the final carpet area by the Promoter. If there is any reduction in the carpet area within the defined limit of 3% (three percent) then the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with an annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area of the Apartment allotted to Allottee, the Promoter shall demand additional amount from the Allottee, which shall be payable by the Allottee prior to taking possession of the said Apartment. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement and shall be subject to TDS and applicable taxes.

- 4.9 On a written demand being made by the Promoter to the Allottee with respect to any amount (whether Total Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter, within 15 (fifteen) days of the Promoter's said written demand, without any delay, demur or default.
- 4.10 The Allottee is aware that that in the event any cheque issued by the Allottee to the Promoter with respect to any amounts payable by the Allottee in connection with the said Premises is dishonored/is returned unpaid for whatsoever reason, then, without prejudice to other rights and remedies the Promoter has against the Allottee, the Allottee is liable to pay to the Promoter Rs.10000/- (Rupees Ten Thousand only) towards administrative expenses, per event of cheque dishonor, which will be additionally payable by the Allottee to the Promoter.,.
- 4.11 Notwithstanding anything to the contrary, the Allottee hereby unconditionally and irrevocably authorizes the Promoter to adjust / appropriate all payments made by the Allottee, firstly against any administrative expenses as mentioned herein, secondly against any interest on delayed payments, thirdly against any government dues / taxes payable with respect to the said Premises and lastly against any outstanding dues / amounts (including the Total Consideration) in pursuance of this transaction. The Allottee agrees and undertakes not to raise any objection or claims with regard to such adjustments and waives his right to do so in this regard. The rights of the Promoter under this clause are without prejudice to the rights and remedies of the Promoter under this Agreement and at law including the right to terminate this Agreement.
- 4.12 Pursuant to section 194 IA of the Income Tax Act 1961, the Allottee is required to deposit 1% of Total Consideration, wherever applicable, as tax deducted at source (TDS) with Government of India. The Allottee shall have option to pay entire TDS on the Total Consideration or pay TDS on each installment as per the Payment Plan. The copy of the TDS certificate shall be submitted by the Allottee to the Promoter within 15 days from the date of making payment of entire TDS or from the payment of each installment amount as the case may be. Non-submission of TDS certificate within stipulated timeline shall be construed as default in the payment by the Allottee.

Provided further that if at the time of taking possession of the said Premises , if any such certificate is not produced, the Allottee shall deposit



such equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter, without any interest, on the Allottee producing such certificate within 4 (four) months from the Allottee taking possession of the said Apartment. Provided further that in case the Allottee fails to produce such certificate within the stipulated period of 4 (four) months, the Promoter shall be entitled to appropriate the said deposit unto itself as and by way of receivables from the Allottee.

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

If the Allottee enters into any loan/financing arrangement with any bank/financial institution, the Allottee shall instruct such bank / financial institution to disburse / pay all such amounts due and payable to the Promoter under this Agreement, as per the installment payment schedule mentioned in the Sixth Schedule hereunder written (which will not absolve Allottee of its responsibilities under this Agreement).

The Promoter shall be entitled to securitise the Total Consideration and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks / financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Total Consideration and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Total Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

## **5. POSSESSION**

The Promoter shall give possession of the said Premises to the Allottee on or before the date more particularly mentioned in the Fifth Schedule hereunder written or any extension granted by MahaRERA Authority through their orders issued / to be issued from time to time and hereinafter referred to as the "**Possession Date**". Provided however, that the

Promoter shall be entitled to extension of time for giving delivery of the said Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:

-

- (a) Any force majeure events;
- (b) War, Civil Commotion;
- (c) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- (d) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;
- (e) Any other circumstances that may be deemed reasonable by the Competent Authority.

***Force Majeure Event*** shall mean any event or circumstance or combination of events or circumstances set out below that materially affects any Party in the performance of its obligations in accordance with the terms of this Agreement, but only if and to the extent that such events and circumstances pertain to the Real Estate Project / Project-Vicino as applicable, or have a direct effect on the execution of the Real Estate Project / Project-Vicino and are not occasioned by any default or breach on the part of such Party and also include the following:

- (i) *Earthquake, flood, inundation and landslide.*
- (ii) *Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances.*
- (iii) *Fire caused by reasons not attributable to a Party.*
- (iv) *Acts of terrorism.*
- (v) *War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.*
- (vi) *Change in Applicable Law.*
- (vii) *Acts of expropriation, compulsory acquisition or takeover by any government agency of the Project or any part thereof or of a Party's rights in relation to the Project.*
- (viii) *Early determination of this Agreement for reasons of national emergency or national security.*

## 6. TIMELY PAYMENT AND POSSESSION AND CONSEQUENCES

6.1 Time is essence for the Promoter as well as for the Allottee. The Promoter shall abide by the time schedule for completing the said Apartment and handing over the said Apartment to the Allottee and the common areas, facilities and amenities in the building(s) of the Real Estate Project to the association of the allottees after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Allottee shall make timely payments of all instalments and other dues payable by him/her and shall comply with the other obligations under this Agreement.

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

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

**OR**

(b) the Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / Registered Post A.D. at the address provided by the Promoter ("**Allottee Termination Notice**"). On the receipt of the Allottee Termination Notice by the Promoter, and upon execution and registration of Deed of Cancellation by the Allottee, this Agreement shall stand terminated and cancelled. Simultaneously upon registration of Deed of Cancellation, the Promoter shall refund to the Allottee the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon ("**Interest Rate**") to be computed from the date the Promoter received such amount/part thereof, till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such

repayment of the amounts by the Promoter (as stated in this clause), the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Apartment and/or Parking Space and the Promoter shall be entitled to deal with and/or dispose of the said Apartment and/or the Parking Space in the manner it deems fit and proper without any reference to the Allottee.

6.3 In case if the Allottee elects his / her /its remedy under sub-clause (a) of Clause 6.2 above then in such a case the Allottee shall not subsequently be entitled to the remedy under sub-clause (b) of Clause 6.2 above.

6.4 The Allottee agrees that the remedies mentioned in clause 6.2 (a) read with clause 6.2 (b) above constitute the Allottee's sole remedy in such circumstances and the Allottee foregoes any and all his rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.

6.5 If the Allottee fails to make any payments or provide TDS Certificates on the stipulated date/s and time/s as required under this Agreement, then, the Allottee shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments / amount of TDS computed from the date such amounts / TDS Certificates are due and payable till the date such amounts are fully and finally paid / TDS Certificates are submitted, together with the interest thereon at the Interest Rate.

6.6 Without prejudice to the right of the Promoter to charge interest in terms of sub clause 6.5 above, on the Allottee committing 3 (three) defaults in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by statutory authority / concerned local authority and other outgoings), the Promoter shall at its own option, may terminate this Agreement without any reference or recourse to the Allottee.

Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee ("Default Notice"), by courier / Registered Post AD at the address provided by the Allottee or mail at the e-mail address provided by the Allottee, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of Default Notice, including making full and final payment of any outstanding dues together

with interest at the Interest Rate thereon, then on the expiration of the Default Notice period, this Agreement shall automatically stand terminated. On the termination and cancellation of this Agreement, in the manner as stated in this sub-clause, and without prejudice to the other rights and contentions of the Promoter, the rights of the Allottee under this Agreement and in respect of the said Premises shall automatically and immediately stand extinguished and terminated and the Promoter shall be entitled to sell and transfer the said Apartment and/or Car Parking Space/s to another allottee ("**New Allottee**") for such consideration and in such manner as it deems fit and proper.

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

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

- (a) The forfeiture amount shall be Total Booking Amount, as mentioned in the Fifth schedule hereunder written, being 10% (ten percent) of the Total Consideration. The Allottee hereby agrees and accepts that the aforesaid forfeiture amount of 10% (ten percent) of the Total Consideration is just and fair pre-estimated liquidated damages agreed between the Promoter and the Allottee, the Allottee shall not object or in any way question the basis on which the said 10% (ten percent) amount has been arrived at and hereby consents to the same irrevocably;
- (b) GST and all other taxes paid or payable on this Agreement upto the date of termination;

- (c) the taxes and outgoings including amounts payable in respect of the common areas, facilities and parking spaces, if any, due and payable by the Allottee in respect of the said Premises upto the date of termination;
- (d) the amount of interest paid and payable by the Allottee to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination;
- (e) the amount of stamp duty and registration charges to be paid on deed of cancellation of the registered Agreement for Sale.

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

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

Upon receipt of Notice by the Promoter, the Allottee shall not have any right, title and / or interest in the Apartment and/or the Real Estate Project and / or the Project Land except refund of money as mentioned below and the Allottee waives his/her/their/its right to claim and/or dispute against the Promoter in any manner whatsoever and the Promoter shall be entitled to deal and dispose of the said Apartment as it deems fit without any reference to the Allottee.

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

- (a) Total Booking Amount, as mentioned in the Fifth schedule hereunder written, being 10% (ten percent) of the Total Consideration towards forfeiture being just and fair pre-estimated liquidated damages agreed between the Promoter and the Allottee;
- (b) interest on any overdue payments;
- (c) payment of all taxes received from the Allottee and paid by the Promoter to the Authorities; and
- (d) amount of stamp duty and registration charges to be paid on deed of cancellation of the registered Agreement for Sale.

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

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

- 6.9 In case the Allottee has paid TDS @1% of the Total Consideration and has submitted to the Promoter, the requisite TDS certificate and thereafter, this Agreement is terminated in accordance with the provisions contained hereinabove, and upon the Allottee executing and registering a deed of cancellation of this Agreement, then, the amount of TDS paid by the Allottee shall be refunded, without any interest thereon, to the Allottee by the Promoter together with the refund of the other amounts as provided in this Agreement.
- 6.10 The stamp duty and registration charges payable on the deed of cancellation pursuant to the termination by the Promoter shall be borne and paid by the Allottee alone. Upon such execution and registration of the Deed of Cancellation or expiry of 30 (thirty) days from the date of the Termination Notice, whichever is earlier, this Agreement shall stand terminated and the

Promoter shall, thereafter, be entitled to lease, sell and/ or otherwise deal with and/or dispose of the said Apartment and the parking space as it may deem fit in favour of any other persons / party without any reference to or consent from the Allottee and the Allottee shall have no right to dispute or object to such lease / sale / disposal of the said Apartment and the parking space and the Allottee shall cease to have any right, title, interest, or claim of any nature whatsoever in the said Apartment.

6.11 The right of termination by the Promoter and forfeiture of amount as aforesaid shall be without prejudice to all other rights and remedies available to the Promoter under this Agreement and in law.

6.12 It is agreed that in the event of termination in the circumstances as aforesaid or termination due to any other reason, the sole right of the Allottee would be to obtain refund of payments due to him/her/ them/ it in the manner mentioned above and the Allottee will neither have the right to cause stoppage of work of Project – Vicino or seek any relief in the nature of restraining the work relating to the said Apartment or the said Project - Vicino nor shall the Allottee seek any claim against the Promoter, and the Allottee specifically waives all such rights, if any, as relating to the said Apartment and the said Project - Vicino.

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

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

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

8. **PROCEDURE FOR TAKING POSSESSION:**



- 8.1 The Promoter, within 3 (three) months of obtaining the occupancy certificate from the competent authority and the payment made by the Allottee of all the instalments of the Total Consideration and all the other amounts due and payable as per the Agreement, shall offer in writing the possession of the said Apartment, to the Allottee in terms of this Agreement. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay from time to time the maintenance charges as determined by the Promoter or association of allottees, as the case may be.
- 8.2 The Allottee shall take possession of the said Apartment within 15 (fifteen) days of the written notice from the Promotor to the Allottee intimating that the said Apartment is ready for use and occupancy ("**Possession Period**"). The fit-outs shall be carried out by the Allottee in the said Apartment in accordance with the fit-out guidelines provided by the Promoter at the time of handing over possession of the said Apartment.

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

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

The Allottee shall from the expiration of the Possession Period be liable to bear and pay his proportionate share i.e. in proportion to the carpet area of the said Apartment, of outgoings in respect of the Real Estate Project and the said Project Land including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government water charges, insurance charges, common electricity, sinking fund, expenses relating to street lights, common recreation space,

passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the said Project Land including repair and maintenance of common staircase, lifts, sanitation, fire-fighting equipment/s, close circuit TV, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the said Project Land including the outgoings in respect of the common services, internal roads, lights and other conveniences and utilities as will be available in common for the said Real Estate Project. It is further clarified that notwithstanding payment made under Seventh Schedule, the Allottee shall be liable to bear and pay to the Association of Allottees / Apex Body, the property tax, sinking funds, repair funds, insurance as per the carpet area of the said Premises and the water charges as per the inlet, as and when demanded by the Association of Allottees / Apex Body.

The Allottee hereby agrees that, in the event of any amount becoming payable to the MCGM or the State Government, by way of betterment charges, development taxes or any other payment of a similar nature in respect of the said Project Land and/or the Real Estate Project thereon, the same shall be paid/reimbursed by the Allottee to the Promoter, in the proportion in which the area of the said Apartment shall bear to the ultimate total area of all the apartments in the Real Estate Project. The Allottee is aware that as per the terms of the approvals, the Promoter has given certain undertakings to the MCGM and other approving authorities with regard to the Real Estate Project / Project-Vicino. The Promoter shall be liable to fulfill all the terms and conditions under the said undertakings, so far as the said Apartment is concerned, upto the Possession Date. Thereafter the Society and/or Allottee as applicable shall be liable to fulfill all the terms and conditions of the said undertakings so far as the said Apartment is concerned at his own cost and expense;

## **10 DEFECT LIABILITY**

- 10.1 If within a period of 5 (five) years from the date of handing over the said Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Apartment or the Real Estate Project or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Promoter at

its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA (“**Defect Liability**”). It is further clarified that the Promoter shall not be liable for any defects caused by reason of the willful default and/or negligence of the Allottee and/or any act or omission of the Allottee or any person under the Allottees directions and/or any other allottees in the Real Estate Project. It is further clarified that the Defect Liability shall not cover such damages as are caused due to any Force Majeure Event or such items for which the manufacturer itself provides any warranty/guarantee including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other allottee/person in the Real Estate Project and/or the Project-Vicino.

- 10.2 Thereafter, the Allottee shall cause the Association of Allottees /Apex Body carry out the necessary repairs, structural audit, fire safety audit at regular intervals as required by the Chief Fire Officer.
- 10.3 The utility meters such as electric and gas meter will initially be in the Promoter’s name and it shall be the Allottee’s obligation to get the same changed to their names in the records of the utility companies. Notwithstanding the meters standing in the name of the Promoter, it will be the responsibility of the Allottee to make payment of all utility charges from the date the possession of the said Apartment is offered to the Allottee. This clause shall operate as no-objection (NOC) of the Promoter for transfer of the names (i.e. from the Promoter to the Allottee) in the records of the utility companies. However, in case the Allottee requires any specific letter / NOC from the Promoter then the Promoter agrees to provide the same only at the request of the Allottee.
- 10.4 The electricity, communication and utility lines, cables and meters, etc., in respect of the Project-Vicino may be laid down and installed in common with real estate projects of the Project-Vicino on the said Project Land or otherwise as the Promoter deems fit.
- 10.5 Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any one or more persons including itself or any of its subsidiaries (“**Facility Management Agency**”) to manage the operation and maintenance of the Real Estate Project / Project–Vicino to be constructed on the said Project Land, common amenities, common areas, facilities and infrastructure on the said Project Land after the completion of

the development of the Real Estate Project / said Project Land, i.e. completion of the Project-Vicino, for a period of at least 3 (three) years after the completion of the Project-Vicino. The Promoter shall have the authority and discretion to negotiate with such Facility Management Agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it / them. The cost incurred / to be incurred in appointing and operating the Facility Management Agency shall be borne and paid by the allottees and/or occupants of the apartments in the Real Estate Project including the Allottee on a pro rata basis. Such charges may vary and the Allottee agrees that it shall not raise any dispute regarding the appointment of any Facility Management Agency by the Promoter for the said Real Estate Project / Project-Vicino or towards the maintenance charges determined by such agency. The Allottee agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Facility Management Agency including for the smooth working and proper use of the amenities and facilities, including without limitation, payment of the Allottee's share of the service charges that may become payable, from time to time. The Allottee is aware that the Promoter is not in the business of providing services proposed to be provided by the Facility Management Agency. The Parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance or non-performance or otherwise of the services provided by the Facility Management Agency.

## 11. ASSOCIATION OF ALLOTTEES

- 11.1 The Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee and other allottees of apartments in the Real Estate Project or in Project - Vicino, in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules (“**Association of Allottees**”).
- 11.2 The Allottee shall along with other allottee(s) of apartments in the Real Estate Project shall join in forming and registering the Association of Allottees to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and all other papers, forms writings and documents necessary for the formation and registration of the Association of Allottees and for becoming a member thereof, including the byelaws of the proposed Society and shall duly fill in, sign and return to the Promoter

- within 7 (seven) days of the same being made available by the Promoter to the Allottee, so as to enable the Promoter to submit the application for registration of the common organization/Association of Allottees. No objection shall be taken by the Allottee for any changes or modifications those might be required to be made in the draft bye-laws, or the Memorandum and/or Articles of Association, by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 11.3 The Association of Allottees shall admit all allottees of the apartments in the Real Estate Project as members, in accordance with its bye-laws.
- 11.4 The Promoter shall be entitled, but not obliged to, join as a member of the Association of Allottees in respect of unsold apartments in the Real Estate Project, if any. As and when unsold apartments are sold by the Promoter, the Association of Allottees shall admit the allottee/s of such apartment/s comprised in the promoters apartments as its member/s, without demanding any amounts towards transfer fees, premiums, donations or by whatever name called, save and except the Share Application and Entrance Fees and in the manner as may be prescribed in the bye-laws of the Association of Allottees.
- 11.5 Post execution of the Conveyance to the Association of Allottees, the Association of Allottees shall be responsible for the operation and management and/or supervision of the same , and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- 11.6 Notwithstanding what is mentioned herein, the Promoter at its discretion shall form either a separate Association of the Allottees for each building / real estate project or shall form a single Association of the Allottees for all Buildings / all real estate projects in Project -Vicino.
- 11.7 In case the Promoter decides to form a separate Association of Allottees for each building / real estate project, then upon the required number of allottees of apartments in the other buildings / real estate projects to be developed on the Project Land having booked their respective apartments, the Promoter shall submit application/s to the competent authorities to form Association of Allottees to comprise solely of the allottees of apartments in those particular buildings/ real estate project, under the provisions of the Maharashtra Co-operative Societies Act, 1960

and the Rules made thereunder or any other relevant Act and rules made thereunder, read with RERA and the RERA Rules (“**Other Associations**”) **OR** if the Promoter decides to form a single Association of the Allottees for all buildings / all real estate projects in the project Vicino, then the Promoter shall take all necessary steps to induct the allottee/s of all Buildings / all real estate projects in the Project Vicino as members of the same as and when required as per the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder or any other relevant Act and rules made thereunder, read with RERA and the RERA Rules. It is agreed between the Parties that neither the Allottee nor the Association of the Allottees shall raise any objection for the same and shall co-operate with the Promoter by signing the application for registration and/or membership and all other papers and documents necessary for the Allottee to become a member of Association of the Allottees.

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

## 12. **FORMATION OF THE APEX BODY**

- 12.1 In case the Promoter, at its discretion, decides to form separate Associations of Allottees for each building / each real estate project, then in such an event, the Promoter shall, in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules, submit application/s to the competent authorities to form a federation of societies/association /limited company comprising the society and other societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder or any other relevant Act and Rules made thereunder, read with RERA and the RERA Rules (“**Apex Body**”).

12.2 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors

engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable towards the same.

### 13. **CONVEYANCE OF THE STRUCTURE TO THE ASSOCIATION**

- 13.1 The Promoter shall, subject to its right to dispose of the remaining / unsold apartments, if any, execute the conveyance within three months from the date of issue of occupancy certificate, cause to be transferred and conveyed to the Association of Allottees (whether a single Association or multiple Association of Allottees, as may be decided by the Promoter) all the right, title and the interest of the Promoter in the said structure of the Real Estate Project ("**Association Structure Conveyance**"). The Association of Allottees shall be required to join in execution and registration of the Association Structure Conveyance. The costs, expenses, charges, levies and taxes on the Association Structure Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Association of Allottees alone. Post the Association Structure Conveyance, the Association of Allottees shall be responsible for the operation, maintenance and management and/or supervision of the structure of the Real Estate Project including any common areas facilities and amenities therein and the Promoter shall not be responsible for the same.
- 13.2 The Promoter shall execute and register similar conveyances for all the right, title and the interest of the Promoter in the respective structures of all other buildings / real estate projects with the Association of Allottees (whether a single Association or multiple Association of Allottees as may be decided by the Promoter).
- 13.3 Post execution of the Association Structure Conveyance, the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing, etc. in respect of such unsold premises without any reference to the Association of Allottees. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Association of Allottees / Apex Body for the sale / allotment or transfer of the unsold premises in the Real Estate Project or in the Project-Vicino, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum of Rs.1000/- (Rupees One Thousand) per month in respect of each



unsold premises towards the outgoings.

**14. CONVEYANCE OF THE PROJECT LAND TO THE ASSOCIATION OF ALLOTTEES /APEX BODY**

14.1 The Promoter shall, subject to its right to dispose of the remaining / unsold apartments in all real estate projects on the Project Land, execute and register an Indenture of Conveyance in favour of Association of the Allottees / Apex Body, as the case may be, within 3 (three) months from the date of the receipt of the occupancy certificate of the last of the Building / Real Estate Project of project Vicino which is to be constructed in the Layout whereby the Promoter shall convey all its right, title and interest in the Project Land and in all parking levels and in all areas, spaces, common areas, facilities and amenities in the Project Land that are not already conveyed to the Association of Allottees / Other Associations of Allottees, in favour of the Association of Allottees ("**Association of Allottees Conveyance**") or within 3 (three) months from the date of the receipt of the occupancy certificate of the last of the building / Real Estate Project of Project Vicino, whereby the Promoter shall convey all its right, title and interest in the Project Land and in all parking levels and in all areas, spaces, common areas, facilities and amenities in the Project Land that are not already conveyed to the Association of Allottees / Other Associations, in favour of the Apex Body ("**Apex Body Conveyance**").

14.2 The Association of Allottees / Apex Body shall be required to join in execution and registration of the Association of Allottees Conveyance / Apex Body Conveyance. The costs, expenses, charges, levies and taxes on the Association of Allottees Conveyance / Apex Body Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Association of Allottees / Apex Body alone. Post the Association of Allottees Conveyance / Apex Body Conveyance, the Association of Allottees Conveyance / Apex Body shall be responsible for the operation and management and/or supervision of the Project Land including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

14.3 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or the said Building or the said Real Estate Project or any part thereof. The

Allottee shall have no claim save and except in respect of the said Apartment and the covered car parking space(s) hereby agreed to be sold to him/her and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, swimming pool, club house, internal access roads and all other areas and spaces and lands and the Project Land, will remain the property of the Promoter until the said structure of the building is transferred to the Association of Allottees and until the Project Land is transferred / conveyed to the Association of Allottees / Apex Body as hereinbefore mentioned.

## **15. OUTGOINGS**

- 15.1 Within 15 (fifteen) days after notice in writing is given by the Promoter to the Allottee that the said Apartment is ready for use and occupancy, whether the possession of the said Apartment has been taken or not, the Allottee shall be liable to bear and pay the outgoings in respect of the said Apartment and the proportionate share (i.e. in proportion to the carpet area of the said Apartment) of outgoings in respect of the said Real Estate Project, local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Real Estate Project and the said Project Land. Until the Association of Allottees is formed and the said structures and the Project Land of the Real Estate Project is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined at the sole discretion of the Promoter, from time to time. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter provisional monthly contribution per month towards the outgoings as may be determined by the Promoter, from time to time. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the said Building of the Real Estate Project and the Project Land is executed in favour of the Association of Allottees as aforesaid. On such conveyance being executed the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Association of Allottees, as the case may be.
- 15.2 The Allottee shall on or before delivery of possession of the said Apartment keep deposited with the Promoter, the non-refundable amounts as mentioned in the Seventh Schedule hereunder written. The Allottees shall promptly pay for any difference in the provisional amount and the actual

amount of the deposits / charges / expenses / outgoings etc. as intimated by the Promoter.

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

15.4 The Promoter shall give account of the amounts as mentioned at serial numbers (1) to serial number (4) under Seventh Schedule hereunder written to the Association of Allottee /s , as the case may be, and handover the unutilized amount in these accounts at the time of handing over the maintenance to the Association of the Allottees, as the case may be.

The balance amounts paid by the Allottees under Seventh Schedule hereunder written shall be used by the Promoter for the purposes set out therein. However, the Promoter shall not be liable to give any account in respect of the said amount or to refund or adjust the same to the Allottee or to the Association of the Allottees.

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

15.6 The Allottee shall pay to the Promoter legal charges mentioned in the Seventh Schedule hereunder written for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Association of Allottees and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

15.7 The Promoter has informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Project Land. The Promoter has further

informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee alongwith other allottees of apartments in the Real Estate Project and/or on the Project Land, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottees of apartments on the Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoter and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto.

15.8 \_ The Promoter shall maintain a separate account in respect of only those sums received by the Promoter from the Allottee, for which the Promoter has to give account to the Association of the Allottees.

## **16. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- (a) The Promoter has a clear and marketable title with respect to the Project Land as declared in the title report annexed to this Agreement and has requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Real Estate Project ;
- (b) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- (c) There are no encumbrances upon the Project Land, except those disclosed to the Allottee;
- (d) There are no litigations pending before any Court of law with respect to the Project Land or Project – Vicino, except those disclosed to the Allottee;

- (e) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project are valid and subsisting and have been obtained by following the due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project;
- (f) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest intended to be of the Allottee created herein, may prejudicially be affected;
- (g) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Real Estate Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (h) The Promoter confirms that the Promoter is not restricted in any manner, whatsoever, from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (i) At the time of execution of the conveyance deed to the Association of Allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- (j) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Real Estate Project to the competent Authorities till the Association Conveyance and thereupon shall be proportionately borne and paid by the said Association of Allottees;
- (k) No notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Project Land) has been received or served upon the Promoter

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

## **17. COVENANTS OF THE ALLOTTEE**

The Allottee by himself with intention to bring all persons into whosoever hands the said Apartment and/or its rights, entitlements and obligations under this Agreement may come for the purpose of inter-alia ensuring the soundness and safety of the Real Estate Project and Project-Vicino, for maintaining the value of the Real Estate Project and Project-Vicino, and for ensuring that any easement in respect of any of the aforesaid remains unaffected, hereby represent, warrant and covenants with the Promoter as follows:-

- (a) To maintain the said Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Apartment is taken and not to do or suffer to be done anything in or to the Real Estate Project, the said Apartment, staircase, common areas or any passages, which may be against the rules, regulations or bye-laws of the concerned authorities or change/alter or make addition in or to the Real Estate Project or to the said Apartment itself or any part thereof and to maintain the said Apartment (including sewers, drains, pipes) and appurtenances thereto at the Allottee's own cost in good repair and condition from the date that possession of the said Apartment is taken and not to demolish or cause to be demolished the said Apartment or any part thereof and/or make/cause to make any addition or alteration of whatsoever nature in the said Apartment and in particular so as to support, shelter and protect other parts of the Real Estate Project..
  
- (b) Not to store anything on the refuge floor nor store anything in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Apartment is

situated, including entrances of the said Building in which the said Apartment is situated and in case any damage is caused to the said Building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- (c) Not to raise any objection to the Promoter completing the construction of the Real Estate Project in accordance with applicable law and this Agreement, without any interference or objection, whether prior to or subsequent to the Allottee taking possession of the said Apartment.
- (d) Not to object to the Promoter laying through or under or over the said 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/towers/real estate projects which are to be developed and constructed on any portion of the said Land.
- (e) Not to change the user of the said Apartment and to comply with stipulations and conditions laid down by the Promoter/or the Association of Allottees with respect to the use and occupation of the said Apartment.
- (f) Not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces.
- (g) Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the said Real Estate Project / or any part thereof in any manner whatsoever;
- (h) To carry out at his/her/their/its own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated or to the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the

Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- (i) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment without the prior written permission of the Promoter and/or the Association of Allottees.
- (j) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (k) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Project Land and the building in which the said Apartment is situated.
- (l) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, Allottee's share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the said Apartment is situated.
- (m) To bear and pay in a timely manner and forthwith all amounts due, instalments of Total Consideration and taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, from time to time. All payments



towards purchase of the said Apartment shall be made only by the Allottee / financial institution that has lent money to the Allottee against the said Apartment, and not by any other party on behalf of Allottee. Payment made by any other third party on behalf of Allottee shall not be accepted and recognized by the Promoter.

- (n) The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for purpose of residence. The Allottee shall use the parking space only for purpose of parking vehicle.
- (o) The Allottee shall not let, sub-let, transfer, assign, sell, lease, let on Leave and License or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment or dispose of or alienate otherwise howsoever, the said Apartment and/or its rights, entitlements and obligations under this Agreement for the initial period of 18 (eighteen ) months from the date of execution of this Agreement (“ **Lock-in-Period**”) and until all the dues payable by the Allottee to the Promoter under this Agreement, taxes, deposits, cesses and all other amounts are fully paid together with applicable interest thereon at the Interest Rate, if any. In the event, the Allottee is desirous of transferring the said Apartment and/or its rights, entitlements and obligations under this Agreement after making such payment post Lock -in -Period , then, the same shall be considered, provided, the Allottee has not been guilty for breach of or non-observance of any of the terms and conditions of this Agreement and the Allottee has paid transfer charges @1% of the of the Total Consideration and the Allottee obtained prior permission in writing from the Promoter for such purpose, which shall not be unreasonably withheld. and such transfer shall always be subject to such terms and conditions as may be stipulated by the Promoter including execution and registration of appropriate documents / agreements by the Allottee and/or the transferee, with the Promoter, as may be required by the Promoter in this regard. Any such assignment / sale / transfer by the Allottee in breach of this Agreement shall be unauthorized and not binding upon the Promoter.
- (p) Neither, the Allottee nor any of the allottees of apartments in the Real Estate Project shall object to the Promoter laying

through or under or over the Project Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for the Real Estate Project.

- (q) To use the common areas and facilities in accordance with the purpose for which they are intended without disturbance/ interference/ hindrance or encroaching upon the rights of the other allottees or in any way disturbing/ interfering with the rights of the other allottees and to maintain the aesthetics of the Real Estate Project and to ensure the quiet and peaceful enjoyment by all the allottees and occupants therein and for the common benefit of all, and to preserve and maintain the safety, security and value of the said Apartment, the Real Estate Project and the said Land.
- (r) The Allottee shall observe and perform all the rules and regulations which the Association of Allottees may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Association of Allottees regarding the occupancy and use of the said Apartment in the said Building and parking space and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (s) The Allottee shall permit the Promoter and their surveyors and agents, contractors, sub-contractors with or without workmen, suppliers and others, at all reasonable times, to enter into and upon the said Apartment/ buildings / Real Estate Project or any part thereof to view, inspect and examine the state and condition thereof and to do necessary works thereon.
- (t) Till a conveyance of the Project Land on which the said Building in which the said Apartment is situated is executed in favour of Association of Allottees, the Allottee shall permit the Promoter and their surveyors and agents, contractors, sub-contractors with

or without workmen and others, at all reasonable times, to enter into and upon the Project Land or any part thereof to view, inspect and examine the state and condition thereof and to do necessary works thereon.

- (u) Not to use or display or caused to be used or displayed, at any time, the word “*Mahindra*” or “*Mahindra Lifespaces*” or its logo in any manner including by the Association of Allottees in any activity or object of the Association of Allottees or otherwise, howsoever, save and except, the name of the complex, viz. **“Vicino” (a project by Mahindra Lifespaces)**”.
- (v) Not to change the name of the Real Estate Project and/or the Project-Vicino either by himself or through the Association of Allottees/Apex Body, at any point of time, without the prior written permission of the Promoter.
- (w) Not to object for the Promoter to put hoarding / boards of its brand name, in a form of neon signs, MS letters, vinyl & sun boards on the building / Real Estate Project and on the façade, terrace, compound wall or other part of the building / Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding / board sites.
- (x) Not to object for the Promoter to designate any spaces/areas in the Project – Vicino or Real Estate Project (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee and other allottees of apartments in the Real Estate Project and/or other allottees in the Project-Vicino. Not to object for such designation which may be undertaken by the Promoter on lease, leave and license basis or such other method. Not to object for, the Promoter to lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers, etc. for this purpose. Not to object for the Promoter to earmark service areas located within the Real Estate Project including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps, and equipment, etc. and other permitted uses as per zoning

plans/building plans. Not to use the service areas, etc. in any manner whatsoever which is reserved by the Promoter for rendering maintenance services.

- (y) The Allottee hereby indemnifies and agrees to keep indemnified, the Promoter, against all losses, charges, claims, demands, penalties, costs, damages, etc. that may be suffered by or claimed against the Promoter on account of any act of omission or commission on the part of the Allottee and/ or his/ her/ their/ its tenants/ assignees/ transferees or any breach by the Allottee of any of the Covenants of the Allottees;
- (z) The Promoter at its sole discretion may use such construction methodology, where all walls, floor slabs, columns, beams, stairs, balconies, together with door and window openings may be cast at a place in a single/multiple site based operation. Because of use of such construction methodology, the Allottee therefore agrees not to do any modifications in the structure after handover.
- (aa) The Allottee is aware that the residential Apartment purchasers, occupants and their visitors, agents or servants of the Project Vivante will have permanent access, at all times and from time to time by night and day to pass and re-pass, a non-exclusive unfettered perpetual right of way, for the purpose of ingress and egress by foot or use of any vehicles from Suren Road through Project Land and the Allottee Shall always keep the said strip of land from which said Right of Way is granted by the promoter open to the sky and shall not create any impediment of any nature at anytime.

The representations and warranties stated in this Clause are of a continuing nature and the Allottee shall be obliged to maintain and perform such representations and warranties.

#### **18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE AFTER EXECUTION OF THE AGREEMENT**

After the Promoter executes this Agreement it shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the

time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

19. **LOAN AND MORTGAGE**

- a. The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said Apartment by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall permit and issue its no objection letter to the Allottee, in the format as may be finalized by the Promoter, to enable him at his sole risk, costs and expenses to obtain loans from the Banks and/or the Financial Institutions by mortgaging the said Apartment. The Promoter shall however be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Total Consideration and/or other amounts payable by the Allottee under this Agreement.
- b. All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Apartment, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Apartment, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage. Notwithstanding any of the provisions hereof, the Allottee hereby agrees that the Promoter shall have first lien/charge until all the amounts including the Total Consideration, taxes and other charges and amounts payable in respect of the said Apartment have not been paid and the Allottee has no objection and hereby waives to raise any objection in that regard.
- c. The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Total Consideration and other balance amounts payable by the Allottee under this Agreement.
- d. The Allottee hereby indemnifies and shall keep indemnified the Promoter from and against all claims, costs, charges, expenses,

damages and losses which the Promoter may suffer due to any action that may be initiated by the Bank/Financial institution on account of such loan or for recovery of loan on account of any breach by the Allottee of the terms and conditions governing the said loan. Notwithstanding any of the provisions hereof, the Allottee hereby agrees that the Promoter shall have first lien/charge on the said Premises towards all the claims, cost, charges, expenses, losses incurred by the Promoter and the Allottee undertakes to reimburse the same to the Promoter without any delay or demur or default. The Allottee hereby further indemnifies and shall keep indemnified the Promoter, its directors, agents, executives, and officers by and against any action, damages or loss due to breach of any terms and conditions and/or the covenants given by the Allottee under this Agreement for which the Allottee shall be solely liable and responsible.

- e. In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law.

**20. MISCELLANEOUS:**

- a. The Allottee undertakes that in the event the Allottee is a Non Resident Indian / Person of Indian Origin (i.e. foreign national of Indian origin) / foreign national / foreign company (as may be applicable) at the time of execution of this Agreement and/or anytime thereafter or if at any time there is a change in applicable laws governing sale / purchase of immovable property by resident / non-resident Indian Citizens, then the Allottee shall solely be responsible to intimate the same in writing to the Promoter immediately and comply with the applicable laws including but not limited to the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permissions, approvals which would enable the Promoter to fulfill the Promoter's obligations under this Agreement. Any refund, transfer of security, if at all, that may be payable by the Promoter to the

Allottee as per the terms of this Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on Allottee's part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee alone shall be liable for any action under the Foreign Exchange Management Act, 1999 Reserve Bank of India Act, 1934 and Rules made thereunder or any other applicable laws as amended from time to time. The Promoter shall not be liable in any manner whatsoever in this regard. The Allottee shall keep the Promoter, its directors, executives, agents and officers fully indemnified and harmless in this regard. The Promoter shall also not be responsible towards any third party making payment/ remittances on behalf of the Allottee and such third party shall not have any right in the said Premises in any way and the Promoter shall issue the payment receipts in favour of the Allottee only;

- b. As part of the amenities of the Project - Vicino, the Promoter intends to construct a Clubhouse and Fitness Centre on a portion of the Project-Vicino (**"the said Fitness Centre"**).
  - i. The Promoter has informed the Allottee that the said Fitness Centre is not a common area and facility and/or a common amenity and will always remain separate and independent. The Allottee confirms and acknowledges the same.
  - ii. The said Fitness Centre will admit members on the terms and conditions as formulated by the Promoter/Association of Allottees. The membership will be open for all the occupants of the said Project-Vicino on the payment of such membership fee and/or charges ("Fitness Centre Fees") as may be decided by the Promoter/Association of Allottees. The Promoter/Association of Allottees shall frame the necessary rules and regulations for the operation of the said Fitness Centre.

- iii. The Allottee has been made aware and confirms that the said Fitness Centre shall be completed with the Project-Vicino and that the use and enjoyment of the said Fitness Centre may not be simultaneous with the Possession Date and may be at such later date. The Promoter shall endeavour to construct the said Fitness Centre/ make the same operational at the earliest.
  
- c. The Promoter shall be entitled to construct site offices/sales lounge on the Project Land and shall have the right to access the same at any time without any restriction whatsoever until the development of the Project Land has been completed in all respects and the full development potential has been utilised by the Promoter and all the apartments in the project Vicino are sold by the Promoter
  
- d. It is agreed between the parties that, if the Allottee intends to visit the under construction project then it shall make a written request to the Promoter for a site visit and the Promoter if it so deems fit, shall within 7 (seven) working days from receipt of the request intimate the Allottee the date and time for such visit. The Allottee shall accordingly be entitled to site visit on the date and the time as intimated by the Promoter accompanied by site staff of the Promoter and the Allottee agrees to follow all the safety precautions during the site visit. It is further clarified that, no children below the age of 15 years shall be allowed to enter the site. The Allottee hereby undertakes not to hold the Promoter responsible for any loss or damage or harm incurred or suffered by the Allottee or any person accompanying the Allottee, due to negligence or wrongful acts or otherwise, during the site visit.
  
- e. The Allottee is aware that the sample/show flat if any, constructed by the Promoter and all furniture, items, electronic goods, amenities, etc. provided therein are only for the purposes of show casing the premises, and the Promoter is not liable, required and / or obligated to provide any furniture, items, electronic goods, amenities etc. as displayed in the said sample/show flat, other than as expressly agreed by the Promoter under this Agreement.



- f. The Allottee is aware that all natural materials including marble, granite, natural timber, etc. and the factory produced materials like tiles, paint etc., contain veins and grains with tonality differences and are also susceptible to inherent shade and colour variations. The Promoter represents that though it shall pre-select such natural and factory produced materials for installation / application in the Real Estate Project and the same is on a best endeavour basis, the Allottee shall not hold the Promoter liable for their non-conformity, natural dis-colouration, tonal differences or inconsistency at the time of installation / application.
- g. The Allottee has satisfied himself with respect to the designs and materials for construction on the project Land.
- h. The Allottee shall be permitted/ allowed to commence interior works in the said Apartment only upon obtaining the Occupation Certificate and after making all payments in pursuance of this transaction / as per this Agreement and after complying with the terms and conditions of this Agreement. The Allottee shall prior to commencing the interior works keep deposited as an interest free security deposit, such amounts as may be intimated by the Promoter at the relevant time for carrying out interior work in the said Premises and to ensure that there is no damage to the exterior of the said Premises or any damage to any part of the said Real Estate Project whatsoever ("Fit Out Deposit").
- i. The Allottee hereby agrees and declares that he shall submit full-fledged drawings with all specifications before starting interior work of the said Apartment and approval/NOC shall be obtained from the Promoter. The Fit Out Deposit shall be forfeited in the event of non-compliance by the Allottee with any of the terms and conditions as stated herein and / or in the Promoter's NOC and / or any other documents and / or writings executed by and between the Parties hereto with respect thereto. The Promoter shall be entitled to inspect all interior works carried out by the Allottee. In the event the Promoter finds that the nature of interior work being executed by the Allottee is harmful to the said Apartment or to the structure, façade and/or elevation of the said Wing or any part thereof, the Promoter can require the Allottee to stop such interior work and the Allottee shall stop such interior

work at once, without raising any dispute and restore the said Apartment to its original condition at the Allottee's costs and expenses;

- j. The Allottee agrees and confirms that the Total Consideration is derived on the basis of the Allottee having agreed to pay the Total Consideration as per the payment schedule more particularly specified in the Sixth Schedule hereunder written and having agreed to comply with the terms and conditions of this transaction (including as mentioned herein);
- k. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or the Real Estate Project or the said Land and/or any buildings /towers /wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, swimming pool, club house, internal access roads and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society Conveyance and the Apex Body Lease, as the case may be.

## **21 BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules and annexures along with the payments of dues as stipulated in the Payment Plan mentioned in the Schedule Six hereunder written, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned office of Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee with the Promoter in connection therewith

including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**22. ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, application form, allotment letter, correspondences, arrangements, whether written or oral or otherwise, if any, between the Parties in regard to the said Apartment, as the case may be.

**23. RIGHT TO AMEND**

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

**24. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES**

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

**25. SEVERABILITY**

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

**26 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) with respect to the said Building/s / the Real Estate Project , the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all apartments in the said Building / the Real Estate Project respectively.

## **27. FURTHER ASSURANCES**

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

## **28. 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.

## **29. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Mumbai after the Agreement is duly executed by the Allottee and the Promoter and simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai .

### **30. NOTICES**

That all letters, notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by courier or Registered Post A.D. at their respective address mentioned above or notified email id of the Promoter and the Allottee/s and

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.

### **31. 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.

### **32. STAMP DUTY AND REGISTRATION CHARGES:**

The charges towards stamp duty fees and registration charges of this Agreement and conveyance, as the case may be, and all out of pocket costs, charges and expenses on all documents for sale and/or transfer of the said Apartment shall be borne by the Allottee alone. The Allottee shall immediately after the execution of this Agreement, at his own costs and expenses, lodge this Agreement for registration with the Sub-Registrar of Assurances and inform the Promoter about the same. The Allottee shall present this Agreement at the proper registration office for registration within the time limit prescribed under applicable laws and intimate to the Promoter the serial number under which this Agreement is lodged for registration and thereupon the Promoter shall remain present to admit execution thereof before the Sub-Registrar. The Promoter shall not be liable or responsible in any manner for delay or default in registration.

### **33. DISPUTE RESOLUTION**

Any dispute or differences between Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle

such dispute amicably, the same shall be referred to the RERA Authority as per the provisions of the RERA, RERA Rules and Regulations, thereunder.

#### **34. GOVERNING LAW**

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

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

#### **FIRST SCHEDULE**

(Description of the Larger Land)

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

On or towards the North :

On or towards the South :

On or towards the East :

On or towards the West :

#### **SECOND SCHEDULE**

(Description of the Project Land)

All that piece and parcel of freehold land bearing CTS No. 243/B/1 admeasuring 2002.3 Sq. Mtrs. and land bearing CTS No. 247/A admeasuring 4381.5 Sq. Mtrs. aggregating to 6383.8 Sq. Mtrs situated in the revenue village of Gundavali at Andheri East in Greater Bombay, Taluka South Salsette, District Bombay Suburban, Registration Sub-District Bandra and is bounded as follows:

On or towards the North :

On or towards the South :

On or towards the East :

On or towards the West :

### **THIRD SCHEDULE**

(Wing wise Project Amenities)

1. Lift/s
2. Entrance Lobby
3. Lift Lobby
4. Security system for each apartment ( Main door – video door phone system)

### **FOURTH SCHEDULE**

(Vicino Project Amenities)

1. Access roads and footpath
  2. Sewerage ( Chamber , Lines , Septic Tanks , STP )
  3. Storm water drain
  4. Landscaping
  5. Street lighting
  6. Treatment and disposal of sewage and sullage water
  7. Solid waste management and disposal
  8. Water conservation and rainwater harvesting
  9. Energy management (Solar for electrification of common areas of all buildings)
  10. Fire protection and fire safety requirements
  11. Electrical meter room , Substation , Receiving station
  12. Recreational Open Space with Kids Play area
  13. Multipurpose Hall
  14. Clubhouse with Fitness Centre (Gym, Indoor games room, SPA)
  15. Swimming Pool
- ( Certain amenities as mentioned above are located in Building No. 3)

### **FIFTH SCHEDULE**

**(Transaction Details Viz: Apartment No., car parking/s etc.)**

Sr. No.	Terms and Expressions	Meaning
1.	Said Apartment	Apartment No. _____ of the _____ type of carpet area admeasuring _____ sq. meters alongwith for exclusive use of the Allottee, balcony of _____ sq. meters and utility area admeasuring _____ sq. meters , on the _____ floor in the Wing No. _____ of building No. 1 in the Project - Vicino
2.	Car Parking details	_____ number of mechanized parking space(s) situated in a separate car park building / _____ no. of parking space (s) in the Ground Level / Stilt Level of Building No. 1 in the Project - Vicino .
3.	Apartment Consideration	Rs. _____/- (Rupees _____ only)
	Consideration for mechanized parking space(s) situated in a separate car park building / _____ no. of covered parking space (s) situated in the in the Ground Level / Stilt Level of Building No. 1	Rs. _____/- (Rupees _____ only)
	<b>Total Consideration</b>	<b>Rs. _____/- (Rupees _____ Only)</b>
4.	Application Amount	Rs. _____/- (Rupees _____ only)
	Next installment towards application amount	Rs. _____/- (Rupees _____ only)



	<b>Total Booking Amount</b>	<b>Rs. _____/- (Rupees _____ only)</b>
5	Balance payment of Total Consideration	Rs. _____/- (Rupees _____ only)
6.	PAN	Allottee's PAN _____
7.	Possession Date	_____ or any extension granted by MahaRERA Authority through their orders issued / to be issued from time to time.
8.	Promoter's Bank Account No.	_____

**SIXTH SCHEDULE**  
( Payment Schedule)

<b>Particulars</b>	<b>% of Total Consideration</b>	<b>Consideration Amount (Rs.)</b>	<b>GST Amount (Rs.)</b>	<b>Consideration Amount inclusive of GST (Rs.)</b>
On booking	10.0%			
Registration of Agreement for Sale (Within 60 days from the date of issuance if Allotment Letter)	-----	-----	-----	-----
120 days after issuance of Allotment Letter				
Completion of 1st slab				
Completion of 5th slab				

Completion of 10th slab				
Completion of Terrace Slab				
To be paid on completion of internal walls, internal plaster				
To be paid on completion of external plaster and external plumbing				
To be paid on completion of installation of lift.				
On Application of Occupation Certificate				
At the time of Possession of the Apartment				
<b>Total</b>	<b>100%</b>			

### **SEVENTH SCHEDULE**

Sr. No.	Details of Payment	Amount (in Rs.)
1	Share money, application entrance fee of the Association of Allottees	
2	Formation and registration of the Association of Allottees	
3	Monthly maintenance (@Rs. 10/- per sq.ft.) for a period of 12 months	
4	Provisional monthly contribution for outgoings of Association of Allottees	
5	deposit towards water, electric and other utility and services connection charges	
6	deposits of electrical receiving station / Sub Station provided in the Project layout	
7	Pipe gas connection deposit/ charges	
8	Legal Charges	

**SIGNED AND DELIVERED by** )  
**the withinnamed Promoter:** )  
through its Authorised Signatory/ies )  
Mr. )  
Ms. )

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photograph

**WITNESSES:**

1. Name : \_\_\_\_\_

Signature: \_\_\_\_\_

2. Name : \_\_\_\_\_

Signature: \_\_\_\_\_

**SIGNED AND DELIVERED by** )  
**the withinnamed Allottee** )  
\_\_\_\_\_ )

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**WITNESSES:**

1. Name : \_\_\_\_\_

Signature: \_\_\_\_\_

2. Name : \_\_\_\_\_

Signature: \_\_\_\_\_

**ANNEXURE – J**  
**(Specification and amenities for the Apartment)**

The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or in case of non-availability of the same, any other available brand closer to the particular brand and quality, or price range (if unbranded) to be provided by the Promoter in the said Building and the said Apartment.

