Mahindra Lifespace Developers Ltd.
Mahindra Towers, 5th Floor,
Dr. G. M, Bhosale Marg, Worli,
Mumbai - 400018, India
Tel: +91 22 6747 8600
www.mahindralifespaces.com
CIN : L45200MH1999PLC118949

Deviation Report of Agreement for Sale dated 06th June 2024 for Mahindra Happinest Kalyan- 2 Project B

AGREEMENT FOR SALE

This Agreement for Sale (**"Agreement"**) is made at Mumbai on this the _____day of _____, _____

BETWEEN

MAHINDRA LIFESPACE DEVELOPERS LIMITED, a company incorporated and registered under the Companies Act, 1956 and having its registered office at Mahindra Towers, 5th Floor, Worli, Mumbai - 400018, PAN No. AAACG8904C hereinafter referred to as "**Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**

AND

_____ **(PAN CARD NO. _____)**, Adult, residing at _____having (**AADHAR NO**. _____)

JOINTLY WITH*
_____ **(PAN CARD NO. _____)**, Adult, residing at _____having (**AADHAR NO**. _____)

*(To be filled up if the allotment is in the joint names)
hereinafter jointly and severally referred to as "**Allottee"** (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/its heirs, executors, administrators, successors and legal representatives, permitted assignees) of the **SECOND PART.**

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

WHEREAS

A. By and under an Agreement for Sale dated 25th March 2021 made and entered into between Ecohomes Townships LLP, a limited liability partnership firm, duly registered under the provisions of Limited Liability Partnership Act, 2008, having its registered office at 14th floor, Eco Star, Vishweshwar Nagar, Off Aarey Road, Goregaon (East) Mumbai – 400 063, therein referred to as Vendor of the One Part ("**Ecohomes**") and

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Mahindra Lifespace Developers Limited, being the Promoter herein and therein referred to as Purchaser, and duly registered with the Sub Registrar of Assurances, Bhiwandi I, under serial no. 5011/2021, Ecohomes agreed to sell, transfer and convey unto the Promoter herein, all that piece and parcel of (i) freehold and contiguous non-agricultural land bearing Survey No. 32A and 36C(pt) (earlier bearing Survey Nos. 32, 34, 35, 36/A, 36/B, 36/1, 36/2 and 50) along with all present and future FSI available thereon (hereinafter referred to as "**Plot 1**") and (ii) freehold and contiguous non-agricultural land bearing Survey No. 37 and Survey No. 36C(pt) (earlier bearing Survey Nos. 35, 36/1, 36/2, 36/A, 36/B, 37/1, 37/2, 37/B, 37/C and 50) along with all present and future FSI available thereon (hereinafter referred to as "**Plot 2**"), thus aggregating to 41,356.08 square metres or thereabouts of Village Ranjnoli, Taluka Bhiwandi, District Thane, Maharashtra (collectively referred to as "**said Larger Land**") on the terms and conditions contained therein.

B. Pursuant to the Agreement for Sale dated 25th March 2021, by and under Deed of Conveyance dated 4th May 2022 ("**said Deed of Conveyance**") made and entered into between Ecohomes and the Promoter and duly registered with the Sub Registrar of Assurances, Bhiwandi I, under serial no. 6281/2022, Ecohomes has sold, transferred and conveyed unto the Promoter, the aforesaid Larger Land on the terms and conditions contained therein .

C. The said Larger Land has access (i) from the existing road from National Highway No. 3, and (ii) layout road from Bhiwandi Kalyan Road, (hereinafter collectively referred to as "**Common Access Roads**").

D. The Plot 1 and the Plot 2 are divided by an 8 metres wide strip of land ("**EcoCity Strip of Land**") leading to the adjoining undeveloped land belonging to Ecohomes ("**EcoCity Lands**"). There exists direct and motorable access connecting the National Highway No. 3 to the EcoCity Lands leading from the culvert to the said Larger Land by joining (i) strip of land forming part of Plot 1 ("**Plot 1 Layout Road**"); (ii) strip of land forming part of Plot 2 ("**Plot 2 Layout Road**"); and (iii) EcoCity Strip of Land (collectively referred to as "**Common Layout Road**"). The Common Layout Road shall also connect to Common Access Roads.

E. Pursuant to the Order dated 10th May 2022 bearing reference no. NA-MR no. 232/2022 and KJP dated 10th May 2022 bearing reference no. 101/2022, both issued by TILR, Bhiwandi, the Survey No. 36C(pt) is amalgamated with the Survey No. 37 and Survey No. 32A. Accordingly, the Larger Land is now consisted of only Survey No. 32A and Survey No. 37.

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F. As part of the development of the Larger Land, the Promoter is required to hand over to the Mumbai Metropolitan Regional Development Authority ("**MMRDA**") an amenity area being land admeasuring 2067.80 square metres or thereabouts forming part of the Larger Land and demarcated in green hatched lines on the layout plan annexed hereto and marked as **Annexure 1.**

G. Accordingly, the Promoter is entitled to develop the balance portion of said Larger Land bearing Survey Nos. 32A and 37 of Village Ranjnoli, Taluka Bhiwandi, District Thane, Maharashtra(collectively referred to as "**Land**").

H. The Promoter has envisaged a scheme for development on the Land, to be named as "**Mahindra Happinest Kalyan - 2**" ("**Project**"). The Promoter shall develop the said Land in a phase-wise manner.

I. The Promoter is constructing Tower C (Part Ground/Part Stilt + 14 floors), Tower D (Part Ground / Part Stilt + 14 floors), Tower E (Stilt + 1 to 3 Part Residential/ Part Podium (Multi-Level Car Park) + 4 to 14 Residential Floor), Tower F (Stilt + 1 to 3 Part Residential/ Part Podium (Multi-Level Car Park) + 4 to 14 Residential Floor), the Clubhouse and the ancillary development including the roads and open spaces as first phase of the Project "Mahindra Happinest Kalyan - 2 Project A" (hereinafter collectively referred to as "**Project A**") on a portion of the Land admeasuring 26740.94 square metres or thereabouts and forming part of the said Land, as demarcated in the layout plan annexed hereto as Annexure 1. The Project A is registered under the provisions of the Act read with the Rules and bearing MahaRERA registration no. P51700032925..

J. The Promoter is currently launching Tower B, Tower G, Tower H and Townhouses as second phase of the Project (hereinafter referred to as "**Project B** ") on portion of the land bearing Survey No. 32A admeasuring 6350.06 square metres or thereabouts and forming part of the said Land (hereinafter referred to as "**Project B Land**") and more particularly described in the **Schedule** hereunder written. The Phase B Project is demarcated in black colour boundary line on the sketch annexed hereto and marked as **Annexure 1**.

K. The copy of Certificate of Title, certifying the right of the Promoter vis-a-vis the said Land is annexed hereto and marked as **Annexure 2**. The copy of the 7/12 extract with respect to the Land is annexed hereto and marked as **Annexure 3**. The list of encumbrances and litigations with respect to the Phase B Project Land is annexed hereto and marked as **Annexure 4**.

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L. The Promoter has applied for and obtained various approvals for the development of the Phase B Project. The key approvals obtained are set out in **Annexure 5** hereto. Further, the Promoter shall obtain the necessary approvals from the competent authorities from time to time, so as to obtain such certificate for use and occupation for Phase B Project. The copy of the Commencement Certificate is annexed hereto and marked as **Annexure 6.**

M. The Promoter has registered the Phase B Project under the provisions of the Act read with the Rules bearing MahaRERA registration number and validity as specified in Annexure 5 and available at website link https://maharera.mahaonline.gov.in. The copy of the MahaRERA registration certificate is annexed hereto and marked as **Annexure 7**.

N. The Allottee being desirous of acquiring an apartment in the Phase B Project, has made an application through a Booking Application Form to the Promoter for allotment of the apartment, the details whereof, including the apartment number, the floor number, carpet area, wing/ building/ tower (hereinafter referred to as the "**Building**") are more particularly described in **Annexure 8** (hereinafter referred to as the "**Apartment**"). The floor plan of the said Apartment along with layout plan of the car parking space(s) allotted to the Allottee is annexed hereto and marked as **Annexure 9**.

O. The Allottee has agreed to purchase the Apartment for the consideration as set out in **Annexure 10** ("**Sale Consideration**") along with such additional deposits and other outgoings and applicable taxes stated therein ("**Additional Outgoings**").

P. The list of fittings and specifications to be provided in the said Apartment are set out in **Annexure 11** ("**Fittings and Specifications**"). The Promoter is constructing and providing certain common area, amenities, facilities and specifications more particular specified in **Annexure 12** in the said Building, said Phase B Project and the said Project (hereinafter referred to as the said "**Amenities**").

Q. Relying upon the Booking Application Form and the representations, declarations and assurances made by the Allottee to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, the Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase from the Promoter, the Apartment at the Sale Consideration and on the terms and conditions hereinafter appearing herein.

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

The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative portion of this

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Agreement are only for convenience and are not intended in derogation of the Act or Rules thereunder. In this Agreement, unless the context requires otherwise reference to the singular includes a reference to the plural and vice versa and words of any gender are deemed to include those of the other gender.

1. DISCLOSURES AND TITLE

(i) The Allottee hereby declares and confirms that prior to the execution of this Agreement: (i) the Promoter has made full and complete disclosure of its title to the Land; (ii) the Allottee has taken inspection of all the relevant documents; and (iii) he has, in relation to the Apartment/Building/ Land, satisfied himself of inter alia the following:

a. Nature of the Promoter's right, title and encumbrances, if any;
b. The approvals (current and future);
c. The drawings, plans and specifications;
d. Nature and particulars of Fittings and Specifications and Amenities.

(ii) The Allottee confirms that the Allottee has entered into this Agreement out of his own free will and without any coercion, and after reviewing and understanding a draft of this Agreement. The Allottee has obtained suitable advice prior to entering into this Agreement and the Agreement is being entered into with full knowledge of the obligations and rights under this Agreement and the applicable law governing the same.

2. PROJECT AND DEVELOPMENT

(i) The Promoter has commenced development of the Phase B Project on the Phase B Land by optimum utilization of the Floor Space Index ("**FSI**") together with the infrastructure and common areas and amenities thereof, in accordance with the applicable laws (after considering setback, ground coverage, green area, etc.) as a complex.

(ii) The Promoter has informed the Allottee and the Allottee hereby confirms and acknowledges that the Land is being developed by the Promoter in a phase-wise manner as may be decided by the Promoter from time to time.

(iii) The Allottee has been informed and hereinafter acknowledges that the FSI proposed to be consumed in the Phase B Project may not be proportionate to the area of the said Phase B Land on which it is being constructed in proportion to the total area of the said Land taking into account the FSI to be utilized for all buildings to be constructed on the Land. The Promoter in its sole discretion, may allocate such FSI for each of the buildings being constructed on the Land or any part thereof including Phase B Land, as it thinks fit and the owners /allottees of the apartments in such buildings (including the Allottee herein) are agreeable to this and shall not dispute the same or claim any additional FSI or constructed area in respect of any of the structures, building or on the said Land and/ or the Phase B Land.

(iv) The Allottee further acknowledges that, at its sole discretion (i) the Promoter shall also

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be entitled to deal with other phases comprised in the said Land (along with the FSI/TDR or otherwise) including by way of sale or transfer to any entity as the Promoter may deem fit and (ii) the Promoter may also sell/ transfer its stake in the other phases to any person as it deems fit, in accordance with the then existing and applicable laws. The Allottee has entered into this Agreement knowing fully well the scheme of development to be carried out by the Promoter on the Project B Land and the Land.

(v) The unutilized / residual FSI (including future incremental or enhanced FSI due to change in law or otherwise) in respect of the Land or any part thereof shall always be available to and shall always be for the benefit of the Promoter and the Promoter shall have the right to deal or use the FSI and/or TDR as it may deem fit, without any objection or interference from the Allottee or the Organisation. In the event of any additional FSI and/or TDR in respect of the Land or any part thereof being increased as a result of any favourable relaxation of the relevant building regulations or increase in incentive FSI and/or TDR or otherwise, at any time, hereafter, the Promoter alone shall be entitled to the ownership and benefit of all such additional FSI for the purpose of the development and / or construction of structures on the Land, as may be permissible under the applicable law.

3. THE APARTMENT

(i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, the Apartment, subject to payment of Sale Consideration and Additional Outgoings as per the Payment Schedule set out in Annexure 10.

(ii) The details of the Fittings and Specifications to be provided in the Apartment are set out in Annexure 11. The nature, extent and description of the Amenities are more particularly described in the Annexure 12.

(iii) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupation 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 three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount has been paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same per square metre rate as agreed in this Agreement and shall be subject to deduction of TDS and applicable taxes.

(iv) At the request of the Allottee, the Promoter hereby permits the Allottee to use the number of car parking spaces as set out in Annexure 8 hereto. The allocation of these

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car parking spaces shall be at the sole discretion of the Promoter and the Allottee hereby agrees to the same. The Allottee is aware that the Promoter has in the like manner allocated/ shall be allocating other car parking spaces to other allottees of the apartments in the Building and in the Project and undertakes not to raise any objection in that regard and the rights of the Allottee to raise any such objection shall be deemed to have been waived. The Allottee hereby further warrants and confirms that the Allottee shall, upon formation of the Organisation and/or execution of conveyance, as contemplated herein, cause such Organisation to confirm and ratify and shall not permit the Organisation to alter or change the allocation of the car parking spaces in the manner allocated by the Promoter to the various allottees (including the Allottee herein) of the apartments in the Building and the Project.

4. SALE CONSIDERATION AND PAYMENT TERMS

(i) The Allottee hereby agrees to purchase from the Promoter the said Apartment for the Sale Consideration as mentioned in Annexure 10. The Allottee is aware that the Sale Consideration includes the proportionate right, title and interests in common areas with respect of the said Apartment.

(ii) Prior to the execution of these presents, the Allottee has paid to the Promoter such amounts as mentioned in Annexure 10, being part payment of the Sale Consideration (the payment and receipt whereof the Promoter hereby admits and acknowledges) and the Allottee has agreed to pay to the Promoter the balance of the Sale Consideration and the Additional Outgoings in the manner appearing in the Payment Schedule and as may be demanded by the Promoter, time being of the essence.

(iii) The Allottee shall on or before delivery of possession of the said Apartment or as demanded by the Promoter, pay and keep deposited with the Promoter, the Additional Outgoings with applicable taxes as specified in Annexure 10.

(iv) The Sale Consideration and the Additional Outgoings and all such amounts as mentioned in Annexure 10 exclude all taxes, charges, levies, cess etc., applicable on transfer and sale of Apartment to the Allottee and applicable on the construction, project cost, work contracts on the Project, including but not limited to Goods and Services Tax (GST), WCT, VAT, Education cess, Labour cess, surcharge, Swachh Bharat Cess, Krishi Kalyan Cess, etc., both present and future, or in any increase thereof, as may be applicable from time to time. Such amounts shall be separately charged and recovered from the Allottee, on a pro-rata basis. The Allottee would also be liable to pay interest/ penalty/ loss incurred by the Promoter on account of the Allottee's failure and/ or delay in paying such taxes, levies, cess, statutory charges, etc. Further, the stamp duty amounts, registration charges, statutory charges, taxes, levies, cess etc. as may be applicable, due and levied by the statutory or local authority with respect to purchase of the said Apartment and conveyance of the Project B 1 Land and the Land to the Organisation, shall be the sole obligation of the Allottee under this Agreement, and such amounts are excluded from the computation of the Sale Consideration and the Additional Outgoings. The quantum of such taxes, levies, duties,

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cesses, charges as decided/ quantified by the Promoter shall be binding on and payable by the Allottee.

(v) The Promoter shall not accept payment by cash and/ or deposit of cash in the designated account of the Promoter and such payment shall continue to appear as outstanding against the Apartment. The Promoter shall accept payments towards the booking from the account(s) of the Allottee and/ or Joint Allottee only. Payments will be accepted from Joint/Co-Allottee accounts, demand draft payment from the bank where the Allottee has taken a loan for the said Apartment, guardian as per the application status making a payment on behalf of a minor's booking. It is clarified that payments received from any third parties / non- allottee will not be considered to be valid payments and such payments shall continue to appear as outstanding against the Apartment. The Promoter shall not accept payments from third parties under the following criterion:

a. Payments made by Allottee's family member/ friend (parents, spouse, siblings etc.);

b. Payments made by a company on behalf of the Allottee (where such Allottee is a shareholder of such company);

c. Individual making payment on behalf of the company being the Allottee (in case of company booking);

d. Demand draft will not be accepted unless accompanied by a letter from the bank stating that the funds are from Allottee / Joint Allottee account only, the exception being demand draft/ pay order/ banker's cheque received from the mortgagee bank of the Allottee.

(vi) The Allottee is aware of the applicability of Tax Deducted at Source (TDS) with respect to the Apartment. Further, the Allottee is aware that the Allottee has to deduct the applicable TDS at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per the applicable provisions of the Income Tax Act, 1961. Further, the Allottee shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961. If the Allottee fails to make any payments or provide TDS Certificates on the stipulated date/s and time/s as required under this Agreement, then, the Allottee shall pay to the Promoter interest as per applicable law, on all and any such delayed payments / amount of TDS computed from the date such amounts / TDS Certificates are due and payable till the date such amounts are fully and finally paid / TDS Certificates are submitted, together with the interest thereon at such rate as per the provisions of the said Act and the Rules. The interest payable by the Allottee to the Promoter shall be subject to GST at applicable rates.

(vii) The amounts mentioned as Additional Outgoings as mentioned in Annexure 10 herein are provisional and based on estimates. If there are any additional charges and/ or increase in the existing charges due to actual cost incurred or demanded by the statutory authority and/ or otherwise, such shortfall shall be payable by the Allottee.

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(viii) The Allottee shall pay the common area maintenance charges ("**CAM Charges**") with applicable taxes as mentioned in Annexure 10 herein. The Allottee shall be liable to pay both the deposits and the monthly / quarterly expenses towards CAM charges in accordance with this Agreement, time being of the essence. The CAM charges shall be calculated on a uniform rate based on the carpet area of each apartment and the Allottee undertakes to make payment of the same on basis of the aforesaid computation. The amounts mentioned as CAM Charges herein are provisional and based on estimates. The said amount is subject to revision every 12 months basis of inflation increases as per the market factors (currently estimated at 7.5% to 10% per annum). The CAM Charges shall become payable from the CAM Commencement Date (as defined hereinbelow). Additionally, the Allottee shall be liable to pay such usage charges for earmarked open car parking spaces to the Organisation as may be determined by the Organisation from time to time.

(ix) The CAM Charges include the maintenance of the essential services, statutory renewal fees and annual maintenance contracts for the common areas in the Land. The CAM Charges do not include charges for providing water from private sources and electricity supply through DG sets, in the event the competent authority fails to provide the external linkages for water lines and electricity connection by the time the Promoter offers possession of the Apartment to the Allottee. The said charges towards provision of water from private sources and electricity through DG sets shall be collected proportionately from all the allottees of the Phase B Project over and above the CAM Charges. The Additional Outgoings, CAM Charges and any other charges will be payable by the Allottee on or before possession of the said Apartment.

(x) At the time of handover of the maintenance services by the Promoter to the Organisation / the competent authority, as the case may be, any unadjusted or unutilized CAM Charges (without any interest and/ or adjustment or refund of Input Tax Credit availed by the Promoter on Input services) shall be handed over by the Promoter to the Organisation / the competent authority, as the case may be.

(xi) The Promoter may maintain the Amenities and upkeep the Land including the Project B Land, until the formation of the Organisation, as per the terms of this Agreement. Accordingly, the Promoter may appoint a maintenance agency (without any reference to the Allottee and other owners, users, occupants etc. of the Land) for the day-to-day operations, maintenance and up-keep of the Amenities ("**Maintenance Agency**"). The Allottee shall be obliged to pay the charges, if any levied by the Maintenance Agency for the specific services availed by the Allottee. Entry to the Club and use of the Amenities, by any of the guests of the Allottee shall be charged separately, as determined by the Promoter or the Maintenance Agency, as the case may be. The membership will be subject to the terms and conditions, rules and charges, as may be framed/ levied from time to time by the Promoter and/or Maintenance Agency and the Allottee undertakes to be bound by the same and hereby waives his right to raise any objection in this regard.

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(xii) The Allottee is aware and confirms that the Promoter does not warrant or provide guarantee for use, performance or services provided by the Maintenance Agency and / or the operator of the Amenities and that the Promoter shall not be responsible and/ or liable in connection with any deficiency or the performance/ non-performance of the services or otherwise provided to the Allottee.

(xiii) The costs for maintaining the Land including the Project B Land and the Amenities will be borne from the CAM Charges. The Allottee hereby agrees and confirms that from the CAM Commencement Date, the Allottee shall be liable to bear and pay the proportionate share towards the outgoings in respect of the said Phase B Project in which the said Apartment is located and the said Land (such as local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance), irrespective of whether the Allottee is in occupation of the said Apartment or not and construction activity is continuing in adjacent tower/ buildings and infrastructure, facilities and amenities are not fully completed. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter provisional monthly contribution of CAM Charges towards the outgoings as mentioned in Annexure 10 for such expenses. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the handover of administration and accounts by the Promoter in favour of the Organisation (once formed). The Allottee shall continue to pay all such outgoings as imposed by the competent authorities and / or concerned local authorities and proportionate charges to the Promoter, as may be demanded, from time to time.

(xiv) In case of failure of the Allottee to pay the CAM Charges or other charges on or before the due date, the Allottee in addition to permitting the Promoter and/or Maintenance Agency to deny him the maintenance services, use of facilities, amenities, etc. also authorizes the Promoter and/or Maintenance Agency to adjust in the first instance, the interest accrued on the deposit of maintenance charges against such defaults in the payments of CAM Charges and in case such accrued interest falls short of the amount of the default, the Allottee further authorizes the Promoter and/or Maintenance Agency to adjust the principal amount of the CAM Charges against such defaults. If due to such adjustments in the principal amount, the CAM Charges deposit falls below a certain amount, as informed by the Promoter and/or Maintenance Agency, then the Allottee hereby undertakes to make good the resultant shortfall within fifteen (15) days of demand by the Promoter and/or Maintenance Agency. Further, the Promoter and/or Maintenance Agency reserve the right to increase CAM Charges and/or deposits pursuant to the same, from time to time in keeping with the increase in the cost of maintenance services and the Allottee agrees to pay such increases within fifteen (15) days of demand by the Promoter and/or Maintenance Agency.

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(xv) Individual electricity connection/ meter charges, water / storm water connection charges, gas connection charges, sewerage connection charges including its infrastructure charges, deposits to the concerned authorities, on account of additional fire safety measures undertaken, increases in deposit of security amounts of water, electricity etc., any new infrastructure charges and increase thereof for bulk supply of electrical energy and all / any other charges may not be included in the Sale Consideration and the actual/ proportionate amount shall be additionally payable by the Allottee on or before the offer of possession of the said Apartment.

(xvi) The Sale Consideration is escalation-free, save and except the charges stated herein and escalations/ increases/ impositions due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/ Local Bodies/ Government from time to time, including but not limited to internal development charges, external development charges, infrastructure development charges, premiums and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to the competent authority/ Local Bodies/ Government and the same shall be payable by the Allottee as and when applicable.

(xvii) In case of any financing arrangement entered by Allottee with any bank or financial institution with respect to the purchase of the said Apartment, the Allottee undertakes and confirms to direct such bank or financial institution to, and shall ensure that such bank or financial institution does, disburse all such amounts and installments as mentioned in Annexure 10, due and payable to the Promoter through an account payee cheque/ demand draft or such other modes acceptable to the Promoter in favour of such account as mentioned in Annexure 10. Further, the Allottee agrees that he shall be responsible to ensure that the timely payments as stated herein are paid to the Promoter in accordance with the Payment Schedule herein either by himself or by his bank or financial institution and no requests for changes/ modifications / extension shall be entertained by the Promoter either from the Allottee or his bank/ financial institution with respect to the Payment Schedule.

(xviii) In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee of the dishonour of the instrument and the Allottee would be required to promptly pay the outstanding amounts including interest from the due date till the date of receipt by the Promoter of all the amounts including the Dishonour Charges of Rs.500/- (Rupees Five Hundred only) (for each dishonour) with applicable taxes.

(xix) The Allottee agrees that the Variable Benefit (if applicable) and Booking Amount and any other amounts upto 10% (ten percent) of the Sale Consideration shall be treated as earnest money/ booking amount to ensure fulfilment by the Allottee of the terms and conditions, as contained herein. The Allottee shall make timely payments of the outstanding amounts due and payable by him (including the Allottee's proportionate

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share of taxes levied by concerned local authority, Additional Outgoings, provisional CAM charges etc.) and meeting the other obligations under this Agreement. Time is the essence, with respect to the Allottee's obligations to pay all such amounts as mentioned in this Agreement and also to perform or observe all the other obligations of the Allottee under this Agreement.

(xx) The Allottee irrevocably confirms that the Promoter may, at its sole discretion, waive in writing any breach by the Allottee under this Agreement. It is expressly agreed by the Allottee that exercise of discretion by the Promoter in one instance or in the case of any other allottee shall not be construed to be a precedent and/ or binding on the Promoter to exercise such discretion in the case of the Allottee or for a subsequent breach. It is irrevocably agreed by the Allottee that the Promoter shall adjust/ appropriate any amounts paid firstly towards the interest on taxes, charges, levies etc. due and payable on previous instalments, secondly, towards taxes, charges, levies etc. due and payable on previous instalments, thirdly, towards the interest levied on the previous pending instalment (if any), and fourthly towards the pending instalment in respect of the Apartment or under the Agreement. Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Allottee, with regard to appropriation/application of the payments made hereunder shall be valid or binding upon the Promoter.

(xxi) Payment of outstanding amounts due and payable shall have to be paid by the Allottee within fifteen (15) days from the Demand Letter, failing which, the Promoter shall be entitled to charge interest as per applicable law on all delayed payments. Part payments shall not be accepted. Different modes of payment for the outstanding amounts may be offered, at the time of raising the Demand Letter, subject to the tie-ups with financial service providers. Any additional charges (including surcharge) applicable thereto shall be borne by the Allottee. The Allottee agrees to pay to the Promoter the outstanding amounts including interest as mentioned hereinabove, from the due date till the date of receipt of amounts or realization of the cheque by the Promoter, whichever is later.

5. **POSSESSION**

(i) Subject to the terms set out in this Agreement, the Promoter shall endeavour to give possession of the said Apartment to the Allottee on or before the estimated date of possession specified in Annexure 8 ("**Date of Possession**"). Further, the Promoter shall endeavor to give possession of the said Amenities to the Allottee on or before the estimated date specified in the Annexure 12 ("**Time Schedule of Completion**"). The Date of Possession and Time Schedule of Completion shall be subject to the Force Majeure circumstances and the provisions contained herein.

(ii) Provided that the Promoter shall be entitled to reasonable extension of time for giving possession, if the completion of the Building in which the Apartment is situated is delayed on account of following Force Majeure circumstances -

a. war, civil commotion or act of God;

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b. any notice, order, rule, notification of the Government and/or other public or competent authority/court.

6. PROCEDURE FOR TAKING POSSESSION

(i) The Apartment shall be considered as ready for use and occupation on the date of receipt of occupation certificate for the Phase B Project or any other certificate as may be required for occupation from the competent authorities ("**OC**").

(ii) The Promoter, after obtaining the OC, shall issue the offer of possession letter to the Allottee requesting to make payments as per the Agreement and take possession within such date as mentioned in the offer of possession letter. The Allottee shall before taking over the possession of the said Apartment, clear all outstanding dues, keep deposited with the Promoter, amounts mentioned in Annexure 10 and also pay the applicable GST and any other tax, levy, cess or any other charges levied by the statutory authorities in respect of the said Apartment (as applicable), from time to time to the Promoter.

(iii) For the purposes of avoidance of doubt, it is clarified that the CAM Charges shall commence from 30 (thirty) days after the date of offer of possession letter, regardless of whether the Allottee takes such possession or not. Such date shall be referred to as "**CAM Commencement Date**". In case where the Apartment is allotted after the date of offer of possession letter, the CAM charges shall commence from the date on which the last installment of the Sale Consideration (excluding society, maintenance and equivalent charges) is payable as per the agreed terms of allotment plus 15 (fifteen) days and the CAM Commencement Date shall be construed accordingly. The Allottee agrees to pay the maintenance charges as determined by the Promoter or Organisation, as the case may be.

(iv) In the event there are any charges, premiums, impositions by whatsoever name called, levied or imposed by the competent authority/ local bodies/ Government, under the provisions of the Urban Land Ceiling Act, 1976 and/ or the ULC Repeal Act, 1999, in respect of the Apartment, the Project, the Land and/ or the Larger Land , the same will be payable by the Allottee, on or before the possession of the Apartment, on a pro-rata basis, as and when demanded by the Promoter.

(v) The Promoter, upon receiving payments made by the Allottee as per this Agreement shall offer in writing the possession of the Apartment, to the Allottee in terms hereof to be taken within 15 (fifteen) days from the date of issue of such written communication. The Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided herein, then the Allottee, in addition to the liability to pay interest and without prejudice to the rights and remedies of the Promoter, shall continue to be liable to pay CAM charges as applicable.

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(vi) In the event the Allottee fails to take possession of the Apartment within such date as mentioned in the offer of possession letter, then the Apartment shall lie at the risk and cost of the Allottee. The maintenance charges shall commence from the CAM Commencement Date. The Allottee agrees and acknowledges that the Promoter's obligation of delivering possession of the Apartment shall come to an end and the Promoter shall not be responsible and/or liable for any obligation towards the Allottee for the possession of the said Apartment. During the period of such delay by the Allottee, the Apartment shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition and as and when the Allottee takes possession of the said Apartment it shall be handed over to the Allottee on an 'as is where is' basis. Additionally, if the Allottee fails to take possession within 2 (two) months from the notice issued by the Promoter to the Allottee, then the Allottee shall be liable to pay Holding Charges of Rs.20,000/- (Rupees Twenty Thousand Only) for each month or part thereof.

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

7. **COMPENSATION FOR DELAY**

(i) In the event the Date of Possession and/ or the Time Schedule of Completion is delayed beyond the date as agreed hereinabove *interalia* for any reason, the Promoter shall be entitled to extension of 12 (twelve) months ("**Extended Duration**") for completion of construction and handover of possession.

(ii) In the event of any delay in handing over possession on the Date of Possession and Time Schedule of Completion, as applicable, and/or beyond the Extended Duration, the Promoter shall intimate the Allottee in writing the reason for such delay along with appropriate supporting documents and further time period within which the possession of the said Apartment shall be handed over the Allottee ("**Revised Possession Date**") and the time period within which the said Amenities shall be completed ("**Revised Time Schedule of Completion**"). In the event, the Allottee is desirous of cancelling the booking, prior to the date of application of the Occupation Certificate in respect of the said Apartment, then the Allottee shall intimate the Promoter of his non-acceptance of the Revised Possession Date and Revised Time Schedule of Completion within fifteen (15) days from the date of receipt of such intimation from the Promoter, failing which it will be deemed that the Allottee has accepted the Revised Possession Date and Revised Time Schedule of Completion and the same shall be binding on the Allottee.

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(iii) Further, in the event the Promoter is unable to file for the occupation certificate on or before the Date of Possession or the Revised Possession Date (as applicable), subject to reasonable extension of time, then on demand in writing by the Allottee, the Promoter shall refund the amounts paid towards the Sale Consideration only (excluding interest amounts (if any), stamp duty, registration fee, VAT, GST, TDS, deposits, charges etc. paid to the Promoter and/or competent authorities, as the case may be) along with simple interest as per applicable law calculated from the date of receipt of installment of Sale Consideration till the date of the written intimation of cancellation of the said Apartment from the Allottee. However, taxes, levies, cess, interest amounts (if any) paid by the Allottee and such other amounts as mentioned herein shall not be refunded and no interest shall be payable on these amounts.

(iv) In the event the Allottee does not intend to withdraw from the booking in the Phase B Project and/or has accepted the revised timelines, then in such an event, the Allottee shall be entitled to seek simple interest as per applicable law for every month of delay, as compensation, post expiry of the Extended Duration and such time period affected by Force Majeure conditions till the date of receipt of the OC. The Promoter shall pay such compensation on the installments paid towards the Sale Consideration only (excluding interest amounts, if any, stamp duty, registration fee, VAT, GST, TDS, deposits, charges etc. paid to the Promoter and/or authorities, as the case may be) for the said Apartment, subject to terms and conditions herein. Further, the aforesaid compensation, if any accruing, shall be payable/ adjustable on the balance amounts payable at the time of handing over the possession of the said Apartment. It is expressly clarified that no compensation shall be payable by the Promoter for any time period beyond the date of the OC for any reason whatsoever, irrespective of the Allottee not taking possession of the said Apartment.

(v) Notwithstanding any of the provisions herein, compensation for delay shall not be paid and the Revised Possession Date and Revised Time Schedule of Completion shall be extended on account of any Force Majeure events and/ or due to non-compliance of the terms and conditions by the Allottee.

(vi) Additionally, the compensation for delay shall not be paid in the following events:

a. For the period of delay caused due to reasons beyond the control of the Promoter and/or its agents; and/or
b. For the period of delay caused in getting snags, improvements, rectifications etc. which may be requested by the Allottee during inspection of the said Apartment; and/or
c. For the period that the Allottee commits any default and/ or breach of the terms and conditions contained herein; and/or
d. For the period of delay incurred due to additional work to be completed on the request of the Allottee for certain additional features, upgrades, in the said Apartment, in addition to the standard Apartment; and/or
e. For the period from the date of offer of possession by the Promoter after receipt of occupation certificate or any other certificate issued by the concerned

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authorities required for use and occupation of the said Apartment till the actual handover of possession of the said Apartment.

8. TERMINATION

(i) This Agreement is not terminable under any circumstances, save and except the specific circumstances stated below.

(ii) **Promoter's right to terminate**:

a. Without prejudice to the rights of the Promoter to charge interest in terms of the clauses herein, upon the Allottee committing breach of any of the terms of this Agreement including 3 defaults in payment on due date of any amount, due and payable by the Allottee to the Promoter under this Agreement (including his proportionate share of taxes levied by concerned local authority and other outgoings), the Promoter shall have the option to cancel and terminate this Agreement. Provided however, the Promoter will issue a notice of fifteen (15) days in writing to the Allottee, by registered post AD at the address provided by the Allottee and mail at the email address provided by the Allottee, of his intention to terminate the Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. In the event, the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the notice period then at the end of such notice period, the Promoter shall have the option to cancel and terminate this Agreement. Provided further that upon termination of the Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damaged or any other amount which may be payable to the Promoter as set out herein) the instalments of Sale Consideration of the Apartment which may till then have been paid by the Allottee to the Promoter, within a period of thirty days of the termination.

b. In case the Promoter is forced to discontinue the construction of the said Apartment and/ or Phase B Project (entire or part) due to Force Majeure reasons and/ or due to operation of any law or statutory order or otherwise, then the Promoter shall be liable to refund the amounts paid by the Allottee without any liability towards interest or compensation or loss of profit or costs or damages, subject to deduction of applicable taxes, within 6 (six) months from the happening of such eventuality.

(iii) **Allottee's right to terminate:**

a. In the event of any delay in handing over possession on the Date of Possession and Time Schedule of Completion, as applicable, the Promoter shall intimate the Allottee in writing the reason for such delay along with appropriate supporting documents and further time period within which the possession of the said Apartment shall be handed over the Allottee ("**Revised Possession Date**") and the time period within which the said Amenities shall be completed ("**Revised Time Schedule of Completion**"). In the event, the Allottee is desirous of cancelling the

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booking, prior to the date of application of the Occupation Certificate in respect of the said Apartment, then the Allottee shall intimate the Promoter of his non-acceptance of the Revised Possession Date and Revised Time Schedule of Completion within fifteen (15) days from the date of receipt of such intimation from the Promoter, failing which it will be deemed that the Allottee has accepted the Revised Possession Date and Revised Time Schedule of Completion and the same shall be binding on the Allottee.

b. Further, in the event the Promoter is unable to file for the occupation certificate on or before the Date of Possession or the Revised Possession Date (as applicable), subject to reasonable extension of time, then on demand in writing by the Allottee, the Promoter shall refund the amounts paid towards the Sale Consideration only (excluding interest amounts (if any), stamp duty, registration fee, VAT, GST, TDS, deposits, charges etc. paid to the Promoter and/or competent authorities, as the case may be) along with simple interest as per applicable law calculated from the date of receipt of installment of Sale Consideration till the date of the written intimation of cancellation of the said Apartment from the Allottee. However, taxes, levies, cess, interest amounts (if any) paid by the Allottee and such other amounts as mentioned herein shall not be refunded and no interest shall be payable on these amounts.

(iv) **Consequences of Termination**:

a. On such cancellation, this Agreement and any other document executed in respect hereof shall stand immediately cancelled and the Allottee shall have no right whatsoever with respect to the said Apartment.

b. Upon cancellation of the allotment and/ or termination of this Agreement (as the case may be), the Promoter shall refund all such amounts paid by the Allottee till the date of cancellation without interest subject to forfeiture of the following amounts being the liquidated damages payable to the Promoter:

   i. Booking Amount or the actual amount paid, whichever is higher, subject to a maximum of 10% of the Sale Consideration with applicable taxes. The liquidated damages herein include sales and marketing expenses towards the Apartment;

   ii. Taxes, cess, levies, charges, stamp duty, registration charges etc. paid on all such amounts by the Allottee;

   iii. Total interest accrued on account of the delay/default in payment of any instalments and other charges as per the Payment Schedule calculated till the date of the cancellation/termination letter;

   iv. Amount of penalty (including taxes) for dishonor of cheque (if any) by the Allottee;

   v. All amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to GST (including accrued but not paid), value added tax, works contract tax, service tax or any other tax of any nature;

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vi. All amounts equivalent to any subvention cost (if the Allottee has opted for subvention plan), benefits, discounts, rebate, concession, gift card, white goods (inclusive of taxes) etc. granted to the Allottee by the Promoter in respect of the booking of the Allottee irrespective of whether such benefits have been utilized by the Allottee until the date of cancellation of the said Apartment;

vii. All amounts (including taxes) paid or payable as brokerage fee to any real estate agent, broker, channel partner, institution, etc. by the Promoter in respect of the booking of the Allottee;

viii. All outgoings, deposit and other charges as specified in Annexure 10 paid till the date of issuance of the cancellation/ termination letter including amounts towards formation of Organisation.

c. The Promoter shall have the first lien and charge on the said Apartment for all its dues and other sums unpaid and/or due and payable by the Allottee to the Promoter. The Allottee shall not transfer his rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee under this Agreement, to the Promoter. It is hereby clarified that for the purposes of this Agreement payment shall be deemed to be completed on such date when the said amounts get credited in the bank account of the Promoter.

d. The Allottee further agrees that the Promoter shall refund the balance amounts upon cancellation of allotment and/or termination of this Agreement as stated above either by way of (i) personal hand delivery of cheque(s) to the Allottee or (ii) courier of cheque(s) to the Allottee at the address mentioned in the Booking Application Form or in the Agreement for Sale, or (iii) through any other means as the Promoter may deem fit. The Promoter may at its discretion also make refund through RTGS to the Allottee as per account details mentioned in the Booking Application form or in the Agreement for Sale signed by the Allottee. In case the Allottee has availed home loan and mortgaged the said Apartment to any Bank/ Financial Institution, such refund to Allottee shall be processed post intimation to such Bank/ Financial Institution and release of amounts to such Bank / Financial Institution as per agreements, documents, papers etc. signed between the Allottee and such Bank/ Financial Institution. Such refund shall be in the name of the first applicant (as per the Application Form) or the mortgage lender (in case the Allottee has procured a loan from a bank/ financial institution), as the case may be. This shall be full and final discharge of all obligations on the part of the Promoter or its employees and the Allottee will not raise any objection or claim in this regard.

e. The above mentioned refund to the Allottee shall be made only upon the Allottee executing and registering the deed of cancellation or such other document as may be required by the Promoter. The Allottee further confirms that any delay or default in such execution/ registration of the deed of cancellation and other

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documents shall not prejudice the said cancellation and the Promoter's right to transfer the Apartment to any third party without any reference to the Allottee.

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

g. 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 in the manner mentioned hereinabove and the Allottee will not have any right, title or interest in the Apartment and also the Allottee will not have any right to cause stoppage of work of the Project or seek any relief in the nature of restraint of the work relating to the Phase B Project and/ or the Project and/or the Land and/ or the Larger Land and the Allottee specifically waive all such rights, if any.

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

i. In case the Allottee has paid TDS on the Sale Consideration and has submitted to the Promoter, the requisite TDS certificate and thereafter, this Agreement is terminated in accordance with the provisions contained hereinabove, then, the amount of TDS paid by the Allottee shall be refunded without any interest thereon to the Allottee by the Promoter together with the refund of the other amounts as provided in this Agreement.

9. FIT OUT WORK

(i) The Allottee agrees and confirms that his right, title, interest in the said Apartment shall be limited to and governed by what is specified in the Agreement and shall not extend to the Larger Land including the Project B Land.

(ii) The Allottee agrees and undertakes that on receipt of possession, if the Allottee is desirous of carrying out any changes in the Apartment including any interior fit-out

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work, he can strictly carry out the same in accordance with and in observance of all the rules, regulations and bye-laws framed by the Promoter or Organisation, as may be applicable. The Allottee further agrees that the said work can be carried out only as per the regulations and designs concerning to the said Phase B Project as approved by the competent authorities, and without causing any disturbance, to the other allottees/ owners of apartments. The Allottee shall be solely responsible for obtaining the requisite permission, as may be required, from the competent authorities at his own costs, risk and expense and the Promoter shall not be responsible for the same. The Allottee shall keep the Promoter informed about the status of the requisite permissions.

(iii) Without prejudice to the aforesaid, if the Allottee makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartment and/or the Phase B Project, the Promoter or Organisation shall be entitled to call upon the Allottee to rectify the same and to restore the Apartment and/or Phase B Project to its original condition within 30 (thirty) days from the date of intimation by the Promoter or Organisation in that regard. If the Allottee does not rectify the breach within such period of 30 (thirty) days, the Promoter or Organisation may carry out the necessary rectification and restoration to the Apartment or the Phase B Project (on behalf of the Allottee) and all such costs and charges and expenses incurred by the Promoter or Organisation shall be reimbursed by the Allottee. If the Allottee fails to reimburse to the Promoter or Organisation any such costs and charges and expenses within 7 (seven) days of demand by the Promoter, the same would be deemed to be a charge on the Apartment. The Allottee hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Promoter or Organisation (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Promoter or Organisation or which the Promoter or Organisation may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Apartment or the Phase B Project and (ii) for all costs and expenses incurred by the Promoter or Organisation for instituting any legal proceedings for recovery of such costs and charges and expenses incurred by it for rectification and restoration to the Apartment, the Phase B Project, the Project B Land and the Land.

(iv) After possession, the Allottee shall permit and shall deemed to have granted a license to the Promoter or Organisation and its surveyors and agents with or without workmen and others, including the Maintenance Agency at all reasonable times to enter into and upon the said Apartment or any part thereof to view and examine the state and conditions thereof and to make good all defects, decay and repairs in this behalf and also for repairing of any part of the Phase B Project. This shall be also for the purpose of repairing, maintaining, rebuilding, cleaning, structural strengthening, lighting and keeping in order all services, drains, pipes, cables, water courses, gutters, wires, parts, structures of other conveniences in the Phase B Project and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and

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electric wires and cables and for similar purposes. In case the Allottee has failed to effect repairs and the Promoter or Organisation is constrained to effect repairs at its cost, then such cost shall be recovered from the Allottee. However, in case of exigency situations like fire, short circuits, leakages on the floor above or below etc. the Allottee authorizes the Promoter or Organisation and / or Maintenance Agency to break open the doors/ windows of the Apartment and enter into the Apartment to prevent any further damage to the other apartments and Phase B Project. In such a case, the Promoter or Organisation and / or Maintenance Agency shall not be liable for any theft or loss or inconvenience caused to the Allottee on account of entry to the Apartment as aforesaid.

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

10. ORGANISATION

(i) The Allottee along with other allottees in the said Phase B Project shall join with the allottees in the Project B Land and/ or the Land to form and register an organisation or society or association or condominium or a limited company as determined by the Promoter (hereinafter referred to as the said "**Organisation**") to be known by such name as the Promoter may decide. The Organisation shall take over the maintenance of the Phase B Project including the common areas, amenities and any future development provided in the Project B Land after completion of the development of the Project B Land, as may be determined by the Promoter.

(ii) For the said purpose, the Promoter shall sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of such Organisation and for becoming a member, including the byelaws of the proposed Organisation within a period of three (3) months from the date on which fifty-one percent of the total number of allottees in the building have booked their apartment. The Allottee agrees and undertakes to become a member of the Organisation and sign and execute all applications for membership and other papers, byelaws and documents as may be necessary to form the Organisation and all the rules and regulations of the said Organisation and

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proportionately share the expenses in respect thereof. The Promoter shall not be liable for any claims or penalties for the delay in forming the Organisation, on account of any delay of the Allottee in complying with the above.

(iii) The Promoter may become a member of the Organisation to the extent of all unsold apartments, areas and spaces in the said Building and the said Phase B Project. On allotment of such unsold apartments, areas and spaces in the said Building and the Phase B Project, the allottee shall be deemed to be a member of the Organisation.

(iv) The Allottee hereby agrees and confirms that even after the Organisation is formed, the Promoter will have the right to decide upon the phases of development of the Land. Further, the Promoter will have the right to decide upon which units/ premises/ apartments/ buildings are to be developed first in the Phase B Project. All the units/ premises/ apartments/ buildings may not be constructed simultaneously. The development of the Phase B Project will be completed in various construction phases/ slabs and availability of common amenities, facilities, services will be dependent on the construction phasing and planning as mentioned in this Agreement.

(v) Upon the said Organisation being formed and registered, the rights, benefits and interests of the Allottee shall be governed and regulated by the byelaws, rules and regulations thereof, but expressly subject to the terms, conditions, convents, stipulations and provisions of this Agreement.

(vi) Upon the said Organisation being formed and registered, the Organisation shall ensure and shall be liable to:

a. keep valid, subsisting and comply with the provisions of all statutory clearances and approvals including for Environmental Clearance, storage of diesel from Chief Controller of Explosives, Fire and Rescue Services Department, Civil Aviation Department, and such other approvals, as are applicable to the Project and maintain a proper record of such compliance.

b. maintain the storm water drainage system provided for the Project including the Phase B Project without causing any clogging or stagnation and ensure that the storm water is properly channelled in the drainage system provided for the same.

11. CONVEYANCE

(i) The Allottee hereby acknowledges and agrees that the Phase B Project is part of a layout development of the Land and as such the Promoter would be conveying to the Organisation, the structures on the said Project B Land (excluding the basements, podiums, common area for the use of the owners, users, occupants etc. of the Land as demarcated in the approved plans). It is clarified that the entire undivided or inseparable land underneath the Project including the Phase B Project (and the common area for the use of the owners, users, occupants etc. of the Land) and any other area allocated as “common area” in the Land in the approved plans would be conveyed to the Organisation within three (3) months from the date of issue of occupation certificate of the last of the buildings which will be constructed in the

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Project. The Allottee hereby agrees and confirms that until the conveyance of the said Project as aforesaid to the Organisation, the Allottee shall continue to pay all the CAM Charges and all outgoings as imposed by the competent authorities and / or concerned local authorities and proportionate charges to the Promoter, as may be demanded, from time to time.

(ii) All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such conveyance deed/ deed of assignment/transfer shall be borne and paid by the Organisation and/ or all owners and allottees of units in the buildings on a pro rata basis.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

(i) The Promoter has the right to carry out development and construction activities upon the Project B Land. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Phase B Project and shall obtain requisite approvals from time to time to complete the development of the Phase B Project as per the provisions of the approvals and documents executed with the competent authorities.

(ii) The Promoter states that there are no encumbrances on the Phase B Project, save and except those disclosed herein at Annexure 4.

(iii) The Promoter state that there are no litigations pending before any Court of law with respect to the Phase B Project, save and except those disclosed herein at Annexure 4.

(iv) The Promoter confirms that the approvals, licenses and permits issued by the competent authorities with respect to the Phase B Project as mentioned in Annexure 5 and Annexure 6 are valid and subsisting. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Phase B Project shall be obtained in due course of time.

(v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.

(vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Apartment which will, in any manner, adversely affect the rights of the Allottee under this Agreement.

(vii) The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received or towards the CAM Charges and shall utilize the amounts only for the purposes for which they have been received.

13. REPRESENTATIONS AND COVENANTS OF THE ALLOTTEE

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

(i) The Allottee has the authority and eligibility to enter into and perform these presents and has clearly understood his rights, duties, responsibilities and obligations under these presents. The Allottee hereby undertakes that he shall abide by all laws, rules, regulations, notifications and terms and shall be liable for defaults and/ or breaches of any of the conditions, rules or regulations as may be applicable to the Project including the Phase B Project and the said Apartment.

(ii) The Allottee confirms that he has chosen to invest in the said Phase B Project after exploring all other options of similar properties available with other developers/ promoters and available in the vast and competitive market in the vicinity and further confirms that the booking in the Phase B Project is suitable for his requirement.

(iii) The Allottee is entering into this Agreement with the full knowledge that the Promoter has obtained / shall obtain necessary approvals from the competent authorities for the development of the said Land including the Phase B Project. The Allottee has perused all approvals, documents, plans and permissions as mentioned in Annexure 5, Annexure 6 and available on the MahaRERA website. At the time of booking, the Promoter has informed the Allottee about the Payment Schedule, the instalments to be paid as per the Payment Schedule agreed between the Parties and other payment related terms and conditions including but not limited to interest payable on delayed payments and delayed possession.

(iv) The carpet area of the said Apartment is mentioned in Annexure 8 in square metres. The Allottee is aware that the "Carpet Area" means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. "Exclusive Balcony / Verandah Area/ Enclosed Balcony" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee. "Exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee.

(v) The Amenities shall be used by the Allottee jointly with all the allottees, purchasers in the said Project in the manner as may be decided by the Promoter and the Allottee shall not object to the same in any manner whatsoever. The Allottee shall be entitled to use such Amenities, subject to the rules, regulations / guidelines framed by the Promoter and / or the said Organisation (defined hereunder), as the case may be.

(vi) The Allottee acknowledges and confirms that the Promoter's liability is limited to the Project B Land and to what is committed to be constructed and delivered in the said Phase B Project. The Promoter at its sole discretion can independently deal with the said Project B Land including the Land in any manner whatsoever. The Allottee has knowledge of the applicable laws, notifications and rules applicable to the said

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Apartment and the Project and understands all limitations and obligations in respect of it and there will be no further investigation or objection by the Allottee in this regard.

(vii) The Allottee will maintain the Apartment at his own cost in good and tenantable repair and condition from the date of offer of possession of the Apartment and shall not do or suffer to be done anything in or to the Building or which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Building and the Apartment itself or any part thereof without the consent of the local authorities, if required.

(viii) The Allottee will not store in the Apartment any goods which are hazardous, combustible or dangerous in nature or are so heavy so as to damage the construction or structure of the Building 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 are likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building and in case any damage is caused to the Building on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of such breach.

(ix) The Allottee will carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the Building 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 said provision, the Allottee shall be responsible and liable for the consequences thereof including to the concerned local authority and/or other public authority.

(x) The Allottee will not demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of any nature whatsoever in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the said Building and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Organisation and / or the local authority.

(xi) The Allottee will not do or permit to be done any act or thing which may render void or voidable any insurance of Apartment, Phase B Project, the Project B Land or the Land or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(xii) The Allottee will not 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 Phase B Project, the Project B Land or the Land or any part thereof.

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(xiii) The Allottee shall not use the said Apartment in the manner, so as to cause blockage or hindrance to the common passages, verandah or terraces. No common parts of the Land including the Project B Land will be used by the Allottee for keeping / chaining pets / animals, dogs, birds or no storage of cycles, motorcycles, waste / refuse. The Allottee shall be responsible for the care, health, safety, security, well-being etc. of his pets (if any) and are forbidden to leave them in the common areas of the Phase B Project, the Project B Land or the Land or any part thereof.

(xiv) The Allottee confirms that the Promoter shall not be liable to the Allottee for any details, information and representations provided by his Real Estate Agent/ Broker/ Channel Partner. The Allottee further confirms that the Promoter is not liable in respect of or in pursuance to any arrangement or understanding between the Allottee and his Real Estate Agent/ Broker/ Channel Partner and hereby indemnifies the Promoter in this regard.

(xv) The Allottee shall plan and distribute electrical load of the Apartment, in conformity with the electrical systems installed by the Promoter. The Allottee shall sign and execute all other documents, agreements, etc. for the purpose of obtaining electricity, power back-up facility, etc. as and when required by the Promoter.

(xvi) That it is agreed and accepted by the Allottee that upon creation / incorporation of the said Organisation, the common equipment pertaining to power back-up, etc. shall be transferred in favour of the said Organisation and that the Promoter / Maintenance Agency shall thereafter be in no manner held responsible or liable for maintenance, upkeep, refurbishing or replacement of the same, as the liability of the Promoter is limited to installation of the said equipment.

(xvii) The Allottee agrees not to fix or install air conditioners or heaters in the said Apartment, save and except at the places which have been specified in the said Apartment for installation nor in any way disturb the external façade of the Building.

(xviii) The Allottee agrees not to fix or install any window antenna on the roof or terrace or external façade of the said Building except with the prior sanction of the Promoter and/or Maintenance Agency and/or the said Organisation and at places earmarked by the Promoter.

(xix) The Allottee is aware of that the Common Layout Road and Common Access Roads shall be for common use amongst all owners and occupants of the Larger Land including the Allottee, adjoining developed and undeveloped land belonging to Ecohomes and/ or its co-developers, nominees, assigns and shall be jointly maintained by such users.

(xx) The Allottee agrees and undertakes to keep the common access roads between the Plot 1 and the Plot 2 and within the Project, open / uncovered / unobstructed, at all times, for providing access and easementary rights to the allottees of the other phases to be developed in the said Land.

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(xxi) The Allottee is aware that under the said Deed of Conveyance, the Promoter must grant and assign irrevocable, perpetual, transferable and assignable right of way in respect of Plot 1 Layout Road and Plot 2 Layout Road unto Ecohomes and/or its nominees and/or assigns.

(xxii) The Allottee shall observe and perform all the rules and regulations which the Organisation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Phase B Project and the apartments therein and for the observance and performance of the building rules, regulations and byelaws for the time being of the concerned local authority and of Government and other public bodies.

(xxiii) The Allottee may obtain finance from any financial institution/ bank or any other source for purchase of the said Apartment at his cost and responsibility. The Allottee obligation to purchase the said Apartment pursuant to this Agreement shall not be contingent on the Allottee ability or eligibility to obtain such financing. The Promoter shall not be responsible in any manner whatsoever if any bank/financial institution delays and/ or refuses to finance the said Apartment on any ground or revokes the loan already granted. Further, if any bank / financial institution refuses / makes delay in granting financial assistance and/or disbursement of loan on any ground, then the Allottee shall not delay payment of any instalment / dues to the Promoter and shall make payment of the amounts by the due date as per the Payment Schedule.

(xxiv) The Allottee agrees and confirms that the Promoter shall not be liable for repayment of the loan amount, or any part thereof availed by the Allottee. All costs associated with procurement of loan amount shall be borne by the Allottee alone.

(xxv) The Allottee is aware that the Promoter proposes to develop the Project as a mixed-use project including residential and retail/ commercial units and the Allottee hereby undertakes not to make any claim or raise any objection in this regard. The allottees of retail/ commercial units will have the right of ingress and egress into the Project. Additionally, the car parking spaces available in the Project will be shared amongst all the allottees of the Project including the residential apartments and retail/ commercial units.

(xxvi) The Allottee is aware that tiles and natural stone are susceptible to staining and variations in shade and shall not hold the Promoter liable in any manner whatsoever in this regard.

(xxvii) The Allottee is aware that the Promoter may, either by itself and/or its nominees/ associates/ affiliates also retain some portion or units in the Phase B Project which may be subject to different terms of use, including as a guest house or a unit for corporate use, as may be under the applicable laws and the Allottee gives his unequivocal consent for the aforesaid.

(xxviii) The Allottee undertakes that it shall not divide/ sub-divide the said Apartment in parts without the prior consent of Promoter, except partitions, additions, and alterations as provided in the Agreement.

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(xxix) The Allottee can sell, lease, let, sub-let, transfer, assign or part with his interest, benefit or possession under this Agreement or part with the possession of the Apartment (i) only after payment of all the amounts payable by the Allottee under this Agreement to the Promoter, (ii) the Allottee not being in breach of any of the terms and conditions of this Agreement, and (iii) the Allottee making payment of administrative charges to the Promoter.

(xxx) The Allottee shall pay to the Promoter, within 15 (fifteen) days of demand by the Promoter, the Allottee's share of security deposit demanded by the concerned local authority or Government for providing water, electricity or any other service connection to the Building. The Allottee confirms that the said amounts shall be payable over and above the amounts payable towards Additional Outgoings.

(xxxi) The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for the purpose of residence.

(xxxii) Neither the Allottee nor any of the allottees of apartments in the Phase B Project shall object to the Promoter laying, through or under or over the Project B Land or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe-lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings which are to be developed and constructed on any portion of the Land.

(xxxiii) The Allottee confirms and undertakes that the display/ usage of the brand name "Mahindra" or "Mahindra Lifespaces" or "Mahindra Vista" or a combination of words with prefix as "Mahindra" (collectively "**Brand Name**") shall at all times be subject to the sole control of Mahindra and Mahindra Limited ("**M&M**") and the Promoter. It is agreed and accepted by the Allottee that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design, the appearance shall not be changed under any circumstances, unless M&M and the Promoter has itself informed in writing about any change in the logo/Brand Name. The Brand Name will be associated with the Project and the Project B Land including the Phase B Project as well as the Organisation, unless a different understanding is captured between M&M, the Promoter and the Organisation. It is further agreed that such usage of the Brand Name shall not, under any circumstances, be construed as a license or any other interest granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by M&M and the Promoter. The Allottee further agrees to not use the Brand Name and / or any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by M&M and the Promoter. The Allottee and the Organisation shall not be entitled to change the name of the Project / Building without prior written consent of M&M and the Promoter.

(xxxiv) The Promoter shall be entitled to put hoarding / boards, in the form of inter alia neon signs, MS letters, vinyl and sun boards on the Land including the Project B Land and the Phase B Project including on the façade, terrace, compound wall.

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(xxxv) The Allottee acknowledges and confirms that the Promoter's liability is limited to the said Project B Land and to what is committed to be constructed and delivered in the said Phase B Project. The Promoter at its sole discretion can independently deal with the said Larger Land, unsold apartments and units in the Land including Phase B Project, in any manner whatsoever. The Promoter shall have unrestricted access to complete the development of the Land and sell any unsold apartments and units in the Land including the Phase B Project and the Allottee undertakes not to cause any obstruction to the Promoter, its representatives and its proposed allottees in this regard.

(xxxvi) The Allottee has no objection to receiving marketing material correspondence, calls and SMS from the Promoter.

(xxxvii) The Allottee hereby agrees and authorizes the Promoter and all its divisions, affiliates, subsidiaries, related parties and other group companies (collectively the "**Mahindra Entities**") to access his name, address, telephone number, e-mail address, birth date and / or anniversary date (collectively "**Basic Data/ Contact Details**"). The Allottee hereby consents to being contacted through calls/ emails/ SMS/ other communication by any of the Mahindra Entities or any financial institutions in order to assist with his purchase or keep him informed regarding product details or send him any product or service-related communication and offers. The Allottee has provided the Basic Data/ Contact Details at his sole discretion and confirms that the Mahindra Entities shall not be held responsible or liable for any claim arising out of accessing or using the Basic Data / Contact Details. The Allottee can discontinue receiving such communications from the Mahindra Entities, by calling the designated call center number +91 (22) 6232 8101.

14. MUTUAL OBLIGATIONS BETWEEN THE PARTIES

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

(i) **Mortgage and Charge**

a. The Promoter may have an arrangement or credit with certain banks and financial institutions (hereinafter collectively referred to as "**the said Bank**"), under which the said Bank would grant a line of credit to the Promoter to facilitate development of projects undertaken and carried on by it, and as security for repayment of loans which may be advanced to the Promoter by the said Bank, the Promoter creates or causes to be created mortgages/charges on the lands and construction thereon in favour of the said Bank, and the securities created in favour of the said Bank are substituted from time to time.

b. The title deeds relating to said Larger Land may have been deposited with the said Bank as security (along with other securities) for repayment of the loans already

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advanced and which may be advanced hereafter by the said Bank to the Promoter under the said line of credit arrangement.

c. The Promoter specifically reserves the right to offer and to create charge on the Phase B Project/ Project B Land/ Larger Land (except the said Apartment) for obtaining development, construction and other finance from the said Bank, or other person/ body that has already or may hereafter advance credit, finance or loans to the Promoter and Allottee has given and granted his specific and unqualified consent and permission to the Promoter for doing the same.

(ii) **Compliance**

a. The Allottee shall comply with the applicable law with respect to the Apartment and the Project, from time to time and shall be solely liable for any breach including any penalties in this regard.

b. If the Allottee is a resident outside India or having Non-Resident Indian (NRI) or Oversees Citizen of India (OCI) status, such Allottee confirms that he shall be solely responsible for compliance with the provisions of the Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India (RBI) Act and Rules / Guidelines made / issued thereunder and all other applicable law including that of remittance of payments, acquisition/sale or transfer of immovable property in India. The Allottee shall also furnish the required declaration to the Promoter in the prescribed format, with such permissions/ approvals/ no objections to enable the Promoter to fulfill its obligations under this Agreement. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority / Promoter, or in case of any implications arising out of any default by the Allottee, it shall be the sole liability and responsibility of the Allottee. The Promoter shall accept no responsibility in this regard and the Allottee shall keep the Promoter fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Allottee, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to promptly intimate the Promoter in writing and shall comply with all the necessary formalities, if any.

c. The Allottee declares and confirms that the monies paid/ payable by the Allottee under the provisions of this Agreement are not linked, directly or indirectly, to any proceeds of any offence and are not in any contravention of the provisions of the Prevention of Money Laundering Act, 2002 and rules/directions/ orders enacted pursuant to the same, from time to time (collectively "**Anti-Money Laundering Regulations**"). The Allottee authorizes the Promoter to give personal information of the Allottee to any statutory authority as may be required from time to time. The Allottee further affirms that the information/ details provided herein is/are true and correct in all respects and nothing has been withheld including any material facts within his knowledge. The Allottee further un-equivocally agrees and confirms that in case the Promoter becomes aware and/or in case the Promoter is notified by the

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statutory authorities of any instance of violation of Anti-Money Laundering Regulations, then the Promoter shall at its sole discretion be entitled to cancel/ terminate this Agreement. Upon such termination the Allottee shall neither have any right, title or interest in the Apartment nor have any claim/demand against the Promoter. In the event of such cancellation/ termination, the monies paid by the Allottee shall be refunded by the Promoter to the Allottee subject to the forfeiture clause and in accordance with the terms of this Agreement only after the Allottee furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee or the Promoter shall pay such amounts, if any, to the statutory authority in accordance with its directions/order.

(iii) **Amenities**

a. The Promoter proposes to develop Amenities as specified in Annexure 12 for the Allottee and occupants of the Land, including the Phase B Project, Phase B Project and any other proposed phases of the Project.

b. The Allottee confirms that all Amenities as defined in Annexure 12 herein, common pathway, driveway, access roads, recreational ground area and all such areas which are for common use and enjoyment of all the occupants, allottees and users of the said Project shall be jointly used and maintained by all purchasers of the said Project, including the Phase B Project. The Allottee waives his rights to raise any objection in this regard.

c. The Allottee is aware that certain Amenities as specified in Annexure 12 shall be constructed along with the other phases in the Land and the Allottee shall not raise any objection to take possession or otherwise in this regard. The Allottee is also aware that the Amenities as specified in the Annexure 12 are subject to change based on availability, feasibility and approvals, as applicable.

d. The right to use the Amenities shall be personal to the Allottee of the Apartment and shall not be transferable in any manner to any third person or party whatsoever. In the event the Apartment is sold/ transferred by the Allottee, then the Allottee shall be deemed to have transferred the right to utilize the Amenities as well to the prospective purchaser/ transferee of the Apartment. In the event the Allottee has given the Apartment on the rent/ lease/ leave and license to any person, then such tenant/ lessee/ licensee shall be entitled to use the Amenities to the exclusion of the Allottee.

e. The Promoter does not warrant or provide guarantee for use, the performance or services otherwise provided by the operator of the Amenities, if applicable.

(iv) **Club House**

a. The Promoter will develop a club house ("**Club**") for the Allottee and occupants of the Land along with such other amenities subject to approvals, permissions and sanctions received from the competent authorities for the purpose of use and enjoyment of the

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Allottee and occupants of the Land.

b. Upon making full payment of all amounts due under this Agreement and completion of the Club, the Allottee shall be entitled to use the facilities of the Club which is constructed on the portion of the Land.

c. The Allottee shall be obliged to pay the charges, if any levied by the operator of the Club for specific service(s) availed by the Allottee.

d. The Allottee agrees that the Club shall be used only by the allottees of the apartment in the Project. Entry to the Club and use of the facilities, by any of their guests shall be charged, as determined by the Promoter or Organisation as the case may be. The membership will be subject to the terms and conditions, rules and charges, as may be framed /levied from time to time by the Promoter and/or operator of the Club and the Allottee undertakes to be bound by the same and hereby waives his right to raise any objection in this regard.

e. The right to use the facilities at the Club shall be personal to the Allottee of the Apartment and shall not be transferable in any manner to any third person or party whatsoever. In the event that the Apartment is transferred by the Allottee, then in such event the Allottee shall be deemed to have transferred the right to utilize the Club as well as the membership to the prospective purchaser/transferee of the Apartment. In the event the Allottee has given the Apartment on the rent/ lease/ leave and license to any person, then such tenant/ lessee /licensee shall be entitled to use the facilities at the Club to the exclusion of the Allottee.

f. The Promoter does not warrant or guarantee the use, the performance or services otherwise provided by the operator of the Club. The Parties hereto agree that the Promoter shall not be responsible and/or liable in connection with any deficiency or the performance/non-performance of the services or otherwise provided to the Allottee.

(v) **Unsold and unallotted apartment, areas and spaces**

a. It is agreed and understood between the Promoter and the Allottee that after the formation of the Organisation, the Promoter shall be absolutely entitled to hold the unsold apartments, unearmarked areas, etc. in the said Phase B Project.

b. All unsold and/or un-allotted apartments, areas and spaces in the Phase B Project and Project B Land, including without limitation, car parking spaces and other spaces, as applicable, shall always belong to and remain the property of the Promoter at all times and the Promoter shall continue to remain in overall possession of such un-allotted apartments and shall be entitled to enter upon the Project B Land and/ or the Land to enable it to complete any unfinished construction work and/or sell such unsold apartments, as the Promoter may deem fit.

c. Even after the Promoter develops the said Project B Land and/ or the Land, the Promoter shall continue to have a right to hold, let, dispose and/or otherwise deal with in any manner whatsoever the remaining unallotted apartments / premises in such manner as it thinks fit and the sale proceeds thereof shall belong absolutely to

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the Promoter and the purchasers and allottees of such unsold / unallotted apartments / premises shall be admitted as a member of the Organisation. The purchaser and/or allottee (including the Promoter) of such unsold / unallotted apartments, areas and spaces, in case of such purchase, shall not be required to pay any transfer fees, charges, premium and/or donation and/or compensation and/or cost in any form whatsoever to the proposed Organisation or any other entity save and except the membership fee, share money and entrance fee per member for such remaining unsold / unallotted apartments, areas and spaces.

d. The Promoter shall not be liable to pay or contribute any amount on account of non-occupancy charges or for any other charges or fund provided for under the byelaws, rules and regulations or resolutions of the Organisation. The Promoter shall be liable to pay the CAM charges and the property tax for the unallotted units till the same are allotted.

e. The Promoter reserves to itself and the Allottee shall and shall cause the Organisation to provide to the Promoter the unfettered right to the full, free and complete right of way and means of access to the un-allotted apartments in the Project with the authority to grant such rights to the allottees/ users and occupants of such apartments as and when the same are allotted for the full and proper use and enjoyment of such un-allotted apartments.

f. Further, the Promoter shall be entitled to maintain a sales office in one of the unallotted apartments in the Project.

(vi) **Defect Liability**

a. In the event the Allottee brings to the notice of the Promoter any structural defect in the said Apartment or the said Building in which the Apartment is situated within a period of 5 (five) years from the date of the OC ("**Defect Liability Period**"), then, wherever possible such defect shall be rectified by the Promoter at its own cost. In case it is not possible to rectify such defects, then Allottee shall be entitled to receive from the Promoter compensation for such defect in the manner as provided under the Act.

b. The Promoter shall not be liable to the Allottee for the Apartment and Phase B Project in the following events:

(i) Structural defects caused or attributable to the Allottee including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the premises other than for its intended purpose;

(ii) Structural defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.;

(iii) Structural defects induced anyhow by failure of waterproofing system of the apartment, area, space or the Building;

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(iv) Structural defects induced by Force Majeure situations, such as war, flood, act of God, explosions of any kind by terrorist, etc.;
(v) The Apartment has undergone civil renovations;
(vi) Willful default and/or negligence of the Allottee.

(vii) **Right of Access**

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

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

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

a. The Allottee agrees and understands that all the materials and fittings which are exhibited in the show apartment / sample apartment/ mock-up apartment and/or virtual or printed renders of apartments may vary as to its make, colour, shade, shape and appearance from the ones provided in the Apartment.

b. The Allottee agrees and understands that the interiors, furniture, kitchenette and fixtures in the show apartment / sample apartment/ mock-up apartment and/or virtual or printed renders of apartments are provided only to give a vision of a furnished apartment as per the advice of the interior designer.

c. The Allottee also agrees and understands that the dimensions and the area of the said Apartment, shall vary from this show apartment / sample apartment / mock-up apartment and/or virtual or printed renders of apartments based on the floor, block and location of the Apartment.

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15. ASSIGNMENT

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

16. BINDING EFFECT

Sharing a draft/ copy of this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules and annexures along with the payments due as stipulated in the Payment Schedule within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or fails to appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and the balance amount, if any, shall be returned to the Allottee without any interest or compensation whatsoever, subject to the forfeiture clause as stated herein.

17. ENTIRE AGREEMENT

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

18. RIGHT TO AMEND

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

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

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

20. SEVERABILITY

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

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

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

22. 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.

23. 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.

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(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.

24. PLACE OF EXECUTION

a. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory and after this Agreement is duly executed by the Allottee and the Promoter this Agreement shall be registered at the concerned office of the Sub-Registrar of Assurances.

b. The Parties shall present this Agreement at the proper registration office within the time limit prescribed by the Registration Act, 1908 and will attend such office and admit execution thereof.

25. NOTICES

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

b. It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post, failing which, all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

26. JOINT ALLOTTEES

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.

27. STAMP DUTY AND REGISTRATION FEES

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

28. DISPUTE RESOLUTION

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

29. GOVERNING LAW

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

SCHEDULE REFERRED TO HEREINABOVE
Description of the Project B Land

All that piece and parcel of land bearing Survey No. 32 A admeasuring 6350.06 square metres or thereabouts situate at Village Ranjnoli, Taluka Bhiwandi, District Thane, Maharashtra- 421 311 and bounded as follows:

On or towards the East	:	Survey No. 37 and 24 mtrs. wide Internal Road;
On or towards the West	:	Survey No. 32 A Part;
On or towards the North	:	Survey No. 63 B;
On or towards the South	:	Survey No. 31 and 33.

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

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

_____

in the presence of:

1. Name _____

   Signature _____

   Address _____

2. Name _____

   Signature _____

   Address _____

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

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(1) _____[sign]
_____[name]

(2) _____[sign]
_____[name]

in the presence of:

1. Name _____

   Signature _____

   Address _____

2. Name _____

   Signature _____

   Address _____

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ANNEXURE 1
LAYOUT PLAN
(to be inserted)

ANNEXURE 2
COPY OF TITLE CERTIFICATE
(to be inserted)

ANNEXURE 3
COPY OF 7/12 EXTRACT WITH RESPECT TO THE LAND
(to be inserted)

ANNEXURE 4
LIST OF ENCUMBRANCES ON THE PROJECT B LAND

FINANCIAL ENCUMBRANCE

NIL

LIST OF PENDING LITIGATION

Sr. No.	Case No.	Court	Plaintiff	Defendants
1.	Regular Civil Suit No. 668 of 2011 **re numbered as Regular Civil Suit No.73 of 2022** after transfer to District Court, Thane **re numbered as** Regular Civil Suit No. 260 of 2023 after transfer to Bhiwandi Court.	Hon'ble Civil Judge Senior Division, Bhiwandi	Mansukhalal Sumariya and others	Ecohomes Townships LLP and others

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2.	Sp. Civil Suit No. 1021 of 2011 re numbered as Special Civil Suit No.130 of 2023 after transfer to Bhiwandi Court.	Hon'ble Civil Judge Senior Division, Bhiwandi	Mansukhalal Sumariya and others	Ecohomes Townships LLP and others
3.	Regular Civil Suit No. 898 of 2013	Hon'ble Civil Judge (Jr. Division), Bhiwandi	Govind Bhoir	Sakharam Bhoir and Ecohomes Townships LLP and others.

ANNEXURE 5
List of Permissions and Approvals for the Phase B Project

Sr. No.	List of approvals	Details
1.	Building sanction Plans	Intimation of Disapproval dated _____
2.	Commencement Certificate	Commencement Certificate dated 03rd May 2024 bearing no. SROT/BSNA/2501/BP/Ranjnoli-18/CC/500/2024 .
3.	RERA Registration Number, validity and other details	• MAHARERA registration no.:_____, valid up to_____. • https://maharera.mahaonline.gov.in

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

ANNEXURE 6
COPY OF COMMENCEMENT CERTIFICATE
(to be inserted)

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ANNEXURE 7
COPY OF MAHARERA REGISTRATION CERTIFICATE
(to be inserted)

ANNEXURE 8
DETAILS OF APARTMENT, PARKING AND DATE OF POSSESSION

Apartment Details	
Typology	
Building	
Floor	
Apartment No.	
RERA Carpet Area (Square metres)	
EBVT Area (Square metres)	
Total Area (Square metres)	
Date of Possession	
Source of Funding	Self/Bank

Details of Car Parking Spaces	
Type of Car Parking Spaces	Open/Covered
Level of Parking Space	Basement/ Podium/ Stilt/ Mechanical
Numbers of Parking Space	
Parking Space number along with its dimensions	Parking Space number:_____ admeasuring _____sq. ft. having _____ ft. length x_____ ft. breadth x_____ft. vertical clearance

ANNEXURE 9
FLOOR PLAN OF APARTMENT AND THE LAYOUT PLAN OF THE CAR PARKING SPACE(S) ALLOTTED TO THE ALLOTTEE
(to be inserted)

ANNEXURE 10
SALE CONSIDERATION, PAYMENT SCHEDULE AND OTHER CHARGES

PAYMENT SCHEDULE

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i) Amount of Rs...../- (. .....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
ii) Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
iii) Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
iv) Amount of Rs...../- (. .....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the said Apartment.
v) Amount of Rs...../- (. .....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift, wells, lobbies upto the floor level of the said Apartment.
vi) Amount of Rs...../- (....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
vii) Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
viii) Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

Important information

1. Time bound payment shall be payable as per the aforesaid Payment Schedule without need of any demand letter and/ or reminder from the Promoter.
2. If the Allottee has qualified for a Variable Benefit (if any), it will be provided as a credit towards the "Upon Registration" milestone subject to (i) the timely payment of the Booking Amounts, stamp duty and registration amounts and (ii) timely payment of amounts due towards "Upon Registration" as per the Payment Schedule. Delay in compliance of these conditions shall disqualify the Allottee from receiving the Variable Benefit.
3. In the event the Allottee approaches a bank/ financial institution for availing a loan, any delay by such bank/ financial institution in making the payment as per the Payment Schedule will attract interest as per the applicable law from the date such amounts fall due till realization of payments by the Promoter.
4. Sanction Letter cannot be submitted to cover any portion of payment of the Booking Amount and this should be paid by the Allottee from his own sources only.

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5. The GST amounts payable are as set out in Payment Schedule. If there is any increase in taxes, charges, levies, duties, cess, etc., the same shall be paid by the Allottee.
6. The Allottee must deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment and provide the TDS certificate to the Promoter.
7. Demands for internal walls and flooring milestones above will be triggered when the milestone is achieved, which could be prior to the structure completion.
8. The CAM Charges, stamp duty and registration charges and any other charges and outgoings are provisional and based on estimates. If there is any increase due to actual cost incurred or demand by statutory authorities and/ or otherwise, such shortfall shall be paid by the Allottee.
9. The Promoter shall not accept payment by cash and/ or deposit of cash in the designated account of the Promoter.

ANNEXURE 11
LIST OF FITTING AND SPECIFICATIONS FOR THE SAID APARTMENT

Flooring/Tiling:	
Living, dining, bedroom and kitchen	Vitrified Tile Flooring
Bathrooms	Ceramic tile (Wall Glossy and floor anti skid)
Passage/ Lift Lobby	Vitrified Flooring
Balcony (only in selected flats)	Anti-skid Ceramic Flooring
Dry Balcony (only in selected flats)	Anti-skid Ceramic flooring
Wall & Ceiling finishes:	
Walls & Ceiling	External walls, Corridor, Shaft entrance & balcony: Asian Paints or similar water based acrylic distemper exterior grade paint or Equivalent
	Internal Walls, Living/dining bedroom: Asian Paints or similar water based acrylic Distemper or equivalent
	Kitchen: Asian Paints or similar water based acrylic Distemper or equivalent
	Bathroom & Toilet:

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	False ceiling with Gypsum board/calcium silicate sheet / PVC sheet or similar material Asian Paints water based acrylic Distemper or equivalent for remaining area
	Dado for Bathroom & Toilet: Ceramic tiles
	Machine room & Meter room: Lime (white-wash)
Sanitary and CP Fittings	
WC	Varmora or Equivalent
Cistern	Varmora or Equivalent
Wash basin	Varmora or Equivalent
Kitchen sink	Sinkore or Equivalent
CP fitting	Varmora or Equivalent
Water Supply for Washing Machine	Provisioned
For Plumbing	PVC/ UPVC/ CPVC pipping for internal toilets
M&E Works	
Concealed electrical wiring	
TV & Telephone conduit point in living room	
Others	
RCC structure (in situ or precast) and walls using AAC Blocks / Dry -Wall panels/ Flyash Brick Walls or Precast walls.	
Doors & Windows	
Door: Living room – Pre Hung door system (Factory Finish) Bedroom - Pre Hung door system (Factory Finish) Toilet - Pre Hung door system (Factory Finish) /Granite/wooden frame Window – Windows of Aluminium / GI Powder coated / UPVC with hardware	

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

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ANNEXURE 12

PART A – AMENITIES IN THE BUILDING

Sr. No.	List of Amenities and Specifications	Description	Stage wise time schedule of completion
1.	DG power backup for common areas (amenities)	For firefighting, plumbing pumps, lighting in corridors and elevators	Same as Date of Possession of the Apartment
2.	Elevators	Provided in all buildings	Same as Date of Possession of the Apartment
3.	Meter Room	Provided in all buildings	Same as Date of Possession of the Apartment

PART B – AMENITIES IN THE SAID PROJECT B
(to be shared with the allottees in the Land)

Sr. No.	List of Common Amenities and Specifications	Location	Stage wise time schedule of completion
1.	Club house	Multi-purpose hall with Badminton facility, Gymnasium, Squash Court, Yoga & Meditation Room, Mini-Theatre, Indoor games room, Business centre, Kid's play area/ Trampoline park	Same as Date of Possession of the Apartment
2.	Sewage Treatment Plant	Common for all Buildings on the Land	Same as Date of Possession of the Apartment
3.	Rainwater Harvesting Tank	Located on the Land	Same as Date of Possession of the Apartment
4.	Substation (Project A)	Common for all Buildings on the Land	Same as Date of Possession of the Apartment
5.	Organic Farm	Ramp above Club House roof	Same as Date of Possession of the Apartment
6.	Inclined Jogging Track	Ramp above Club House roof	Same as Date of Possession of the Apartment
7.	Inclined Cycling Track	Ramp above Club House roof	Same as Date of Possession of the Apartment

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Sr. No.	List of Common Amenities and Specifications	Location	Stage wise time schedule of completion
8.	Exercise Deck	Ramp above Club House roof	Same as Date of Possession of the Apartment
9.	Medicinal Garden	Ramp above Club House roof	Same as Date of Possession of the Apartment
10.	Camping area	Located on the Land	Same as Date of Possession of the Apartment
11.	Picnic Corner	Located on the Land	Same as Date of Possession of the Apartment
12.	Community Garden	Located on the Land	Same as Date of Possession of the Apartment
13.	Multipurpose Court	Located on the Land	Same as Date of Possession of the Apartment
14.	Volleyball Court	Located on the Land	Same as Date of Possession of the Apartment
15.	Pet Park	Located on the Land	Same as Date of Possession of the Apartment
16.	Miyawaki Forest	Located on the Land	Same as Date of Possession of the Apartment
17.	Reflexology Path	Located on the Land	Same as Date of Possession of the Apartment
18.	Fragrance Garden	Located on the Land	Same as Date of Possession of the Apartment
19.	Fruit orchard	Located on the Land	Same as Date of Possession of the Apartment
20.	Solar Powered Working Pods	Located on the Land	Same as Date of Possession of the Apartment
21.	Machan	Located on the Land	Same as Date of Possession of the Apartment
22.	Balancing walk	Located on the Land	Same as Date of Possession of the Apartment
23.	Net Climb	Located on the Land	Same as Date of Possession of the Apartment
24.	Rope Ladder	Located on the Land	Same as Date of Possession of the Apartment
25.	Peddling Seats with Charging Stations	Located on the Land	Same as Date of Possession of the Apartment

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Sr. No.	List of Common Amenities and Specifications	Location	Stage wise time schedule of completion
26.	Jog-a-drome	Located on the Land	Same as Date of Possession of the Apartment
27.	Outdoor Calisthenics	Part of MLCP	Same as Date of Possession of the Apartment
28.	Parkour & Obstacle course	Part of MLCP	Same as Date of Possession of the Apartment
29.	Elevated jogging track	Part of MLCP	Same as Date of Possession of the Apartment
30.	Spider Net	Part of MLCP	Same as Date of Possession of the Apartment
31.	Star Gazing Lounge	Roof Terrace of Tower E	Same as Date of Possession of the Apartment
32.	Seating Lounge	Roof Terrace of Tower E	Same as Date of Possession of the Apartment
33.	Forest walk with balancing poles	Located on the Land	Completion date along with future development of other proposed phases of the Project
34.	Amphitheatre	Located on the Land	Completion date along with future development of other proposed phases of the Project
35.	Mound with a slide	Located on the Land	Completion date along with future development of other proposed phases of the Project
36.	Musical stepping stone	Located on the Land	Completion date along with future development of other proposed phases of the Project
37.	Kids/ toddlers obstacle course	Located on the Land	Completion date along with future development of other proposed phases of the Project
38.	Wave bar	Located on the Land	Completion date along with future development of other proposed phases of the Project
39.	Multi-purpose lawn	Located on the Land	Completion date along with future development of other proposed phases of the Project
40.	Balancing beams	Located on the Land	Completion date along with future development of other proposed phases of the Project

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Sr. No.	List of Common Amenities and Specifications	Location	Stage wise time schedule of completion
41.	Log climb	Located on the Land	Completion date along with future development of other proposed phases of the Project
42.	Rock Climbing	Located on the Land	Completion date along with future development of other proposed phases of the Project
43.	Tyre Climbing Pegs	Located on the Land	Completion date along with future development of other proposed phases of the Project
44.	Magnifier	Located on the Land	Completion date along with future development of other proposed phases of the Project
45.	Sound Tunnel	Located on the Land	Completion date along with future development of other proposed phases of the Project

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

PART C– ARCHITECTURAL AND DESIGN STANDARDS OF THE PROJECT B

1.	Structural Design Standard:- As per National Building codes of India and relevant codes of Bureau of Indian Standards.
2.	RCC construction with aluminum form work/conventional/Precast
3.	Earthquake Resistance: - Considering Zone III
4.	Compliance of IGBC rating requirements
5.	Use of energy efficient LED lights in all common areas
6.	Solar Panels on the roof for common areas.

For Mahindra Lifespace Developers Limited

Sachin

Mr. Sachin Jagdale
(Authorized Signatory)