**AGREEMENT FOR SALE**

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

**MAHINDRA BEBANCO DEVELOPERS LIMITED**, a Company incorporated and registered under the Companies Act, 1956 having its Registered Office at Mahindra Towers, 5th Floor, Worli, Mumbai - 400018 and Nagpur office at MIHAN SEZ, De-Notified Area, Beside D. Y. Patil International School, Khapri, Nagpur441 108, hereinafter referred to as "**the Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **ONE**

**PART;**

**AND**

(i) **«Name_of_1st_Applicant» «And» «Name_of_2nd_Applicant»**Indian Inhabitant/s, residing at «Primary_Address»;

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

(iv) in case of a company, its successors in title and permitted assigns) of the **OTHER PART**.

**WHEREAS**

A. Maharashtra Airport Development Company Limited ("**MADC**") is a special Planning authority under the Maharashtra Regional and Town Planning Act 1966, for the Multi Modal International Hub Airport, Nagpur ('**MIHAN**') notified area which includes upgradation/development of Nagpur Airport as an international Hub, development of a Special Economic Zone & other supporting infrastructure.

B. MADC is the owner of the land situated at MIHAN in Nagpur, Maharashtra, India measuring to 1,02,192.84 sq.mtr. equivalent to

25.2524 acre situated within Revenue village Khapari (Railway) bearing Khasara Nos./Survey Nos. 17(pt.), 18(pt.), 19(pt.), 26(pt.), 27(pt.), 28,

29(pt.), 30(pt.), 31(pt.), 35(pt.), 36(pt.), 39(pt.), Government Land – Nallah(pt.) and Road(pt.); Sub-Division and Taluka, Nagpur (Rural); District, Nagpur in the de-notified area of MIHAN more particularly described in the **First Schedule** hereunder written (hereinafter referred to as "**the Project Land**").

C. Under Development Agreement dated 13th October, 2010, (hereinafter referred to as **"said Development Agreement"**) MADC has consented to lease the Project Land for a period of 99 years with effect from 16th June, 2008 and has transferred and assigned to the Promoter the development rights on the Project Land for development of a residential project and has consented

to enter into sale agreements with the allottees upon instructions from the Promoter for the sale of apartments and to lease the Project Land in favour of Co-operative Society/Association of the allottees/Limited Company of the allottees for the remainder of the lease period. The said Development Agreement is registered under Serial No.

NGN-7/6577/2010 on 15th October, 2010.

D. Under Power of Attorney dated 13th October 2010, MADC has nominated, constituted and appointed the Promoter to be its true and lawfully constituted attorney and to act on behalf of MADC to do all or any of the necessary acts, deeds, things in connection with the development and sale/disposal of the Project Land and to sign and execute all deeds, instruments and any assurances which the said attorney shall consider necessary, to enter into such covenants as may be fully and effectually for conveying, leasing/giving on rent all and singular tenement/apartments as MADC could itself in favour of the person/s and to file due discharge receipt for and on MADC's behalf under the Maharashtra Ownership Flats Act, 1963 and Maharashtra Co-operative Societies Act, 1960 (Mah. Act No. XXIV of 1961) and other such relevant and prevailing laws, if required.

E. The Promoter intends to develop a residential project in a phase wise manner named as **"Bloomdale"** by constructing Apartments, Row Houses (with exclusive right to use attached garden/terrace), Duplexes Homes

(with exclusive right to use attached garden/terrace), and to provide for sole and exclusive facilities in respect of the apartments, and generally to provide necessary infrastructure facilities and amenities like club house, gymnasium, swimming pool, lounge, and multi-purpose hall for the benefit of the allottee/s of the apartments.

F. The Sewage Treatment Plant (STP) is located in the Processing Zone of MIHAN and sewage of "Bloomdale" will be discharged into that STP and treated gray water received from the STP shall be used for gardening and flushing in "**Bloomdale**".

G. The Project Land has been mortgaged in favour of Kotak Mahindra Bank Limited for loan facilities availed by the Promoter. The original title deeds have been deposited as a security for due repayment of loan facilities with Kotak Mahindra Bank Limited. The mortgage in favour of Kotak Mahindra Bank Limited has been registered with the Registrar of Companies,

Mumbai, Maharashtra bearing Charge Identification No.10416585 dated 17th July, 2013. In terms of the loan documents, the Kotak Mahindra Bank Limited has agreed that the Promoter in its normal course of business can sell the apartments and upon intimation of such sell to Kotak Mahindra Bank Limited, the Kotak Mahindra Bank Limited shall release its charge on the apartments sold by the Promoter. Accordingly, the Bank has released its charge on the said Apartment defined hereinafter. The Promoter shall ensure that prior to the lease of the Project Land to the Apex Association of the Allottees, the said facilities shall be fully repaid and satisfied by the Promoter.

H. The Promoter has proposed to construct 10 (ten) residential buildings, 72 (seventy-two) Row Houses (with exclusive right to use attached garden/terrace), 64 (sixty-four) Duplexes Homes in phasewise manner by consuming FSI of 114077.314 sq. mtrs., on the Project Land as per details below:

| Building or Block Name & Number / Real Estate Project | Wing | Number of floors | Flats/Row Houses/Duplexes in building | Status |
|---|---|---|---|---|
| Building No 01 | 2 | S+7 | 70 | OC received |
| Building No 02 | 3 | S+7 | 98 | |
| Building No. 03 | 4 | S+7 | 140 | |
| Row House 02 (19-24) | NA | G+1 | 6 (Each RowHouse being separate Apartment) | |
| Row House 03 (7-12) | NA | G+1 | 6 (Each RowHouse being separate Apartment) | |
| Row House 04 (13-18) | NA | G+1 | 6 (Each RowHouse being separate Apartment) | |
| Duplex Home 01 (1-2) | NA | G+3 | 8 (4 apartments in each Duplex) | |
| Duplex Home 02 (7-8) | NA | G+3 | 8 (4 apartments in each Duplex) | |
| Building No 04 | 3 | S+7 | 84 | Sanctioned (Ongoing) |
| Building No 07 | 3 | S+7 | 84 | |
| Building No 08 | 4 | S+7 | 140 | |
| Building No 09 | 3 | S+7 | 98 | |
| Building No 10A | 1 | S+7 | 28 | |
| Building No 10B | 1 | S+7 | 42 | |
| Row House 05 (25-30) | NA | G+1 | 6 (Each RowHouse being separate Apartment) | |
| Row House 06 (43-48) | NA | G+1 | 6 (Each RowHouse being separate Apartment) | |
| Row House 07 (31-36) | NA | G+1 | 6 (Each RowHouse being separate Apartment) | |
| Duplex Home 03 (DH3& 4) | NA | G+3 | 8 (4 apartments in each Duplex) | |
| Duplex Home 04 (DH 5 & 6) | NA | G+3 | 8 (4 apartments in each Duplex) | |
| Duplex Home 06 (DH 15 & 16 ) | NA | G+3 | 8 (4 apartments in each Duplex) | |
| Building 05 | 4 | S+7 | 126 | ( Praposed ) |
| Building 06 | 4 | S+7 | 126 | |
| Duplex Home 05 (9-10) | NA | G+3 | 8 (4 apartments in each Duplex) | |
| Duplex Home 07 (11-12 ) | NA | G+3 | 8 (4 apartments in each Duplex) | |
| Duplex Home 08 (13-14 ) | NA | G+3 | 8 (4 apartments in each Duplex) | |
| Row House 01 (1-6) | NA | G+1 | 6 (Each Row House being separate Apartment) | |
| Row House 08 (37-42) | NA | G+1 | 6 (Each Row House being separate Apartment) | |
| Row House 09 (49-54) | NA | G+1 | 6 (Each Row House being separate Apartment) | |
| Row House 11 (55-60) | NA | G+1 | 6 (Each Row House being separate Apartment) | |
| Row House 12 (61-66) | NA | G+1 | 6 (Each Row House being separate Apartment) | |
| Row House 10 (67-72) | NA | G+1 | 6 (Each Row House being separate Apartment) | |
| Club House | NA | G+1 | NA | Sanctioned (Ongoing) |

All above Real Estate Project are hereinafter collectively referred to as the said **"Project -Bloomdale**".

I. The development of a building consists of 3 Wings known as 'Building-07' in the Project - Bloomdale is proposed as a real estate project by the

Promoter and has been registered as a 'real estate project' **("the Real Estate Project")** with the Maharashtra Real Estate Regulatory Authority **("Authority")**, under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 **("RERA")** read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 and any amendment thereto **("RERA Rules")**. The Authority has duly issued the Certificate of

Registration No. [**P50500005448**] dated [**11-Aug-17**] for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as **Annexure "A"** hereto.

J. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee has agreed and consented to the development of the Project -

Bloomdale. The Allottee has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

K. The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, are briefly stated below-

(i) 1 (one) building known as 'Building No.07' consist of 3 Wings each having Stilt + 7 floors.

(ii) Total FSI of 8008.510 sq.mtrs. has been sanctioned for consumption in the construction and development of the Real Estate Project.

(iii) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee are listed in the **Second Schedule** hereunder written ("**Real Estate Project Amenities**").

(iv) The common areas, facilities and amenities in the ProjectBloomdale that may be usable by the Allottee, are listed in the **Third Schedule** hereunder written ("**Project-Bloomdale Amenities**").

(v) The details of formation of the Association of Allottees and conferment of title upon the Association of Allottees with respect to the Real Estate Project, are more particularly specified in Clause 12 and 14 below.

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

L. The principal and material aspects of the development of the Project Land ("**Project -Bloomdale**") as disclosed by the Promoter are briefly stated below-

(i) The area of the Project Land is to be developed in a phase-wise manner.

(ii) The Allottee has perused a copy of the Proposed Layout Plan dated 3rd March, 2016 **("Proposed Layout")** which specifies the location of the existing buildings, if any, and new/future/further buildings/blocks to be built on the Project Land specifying the proposed total FSI proposed to be utilized on the Project Land **("Proposed Potential FSI")**, and also, the tentative locations where common areas, facilities and

amenities, reservations and other open and built-upon spaces are proposed to be situate.

(iii) As per the approved plan dated 31st May 2011, the Promoter is required to provide 1296 car park spaces and 2344 two wheeler parking spaces and accordingly the Promoter has provided;

(a) in stilt of various buildings aggregating 398 covered car parking spaces and 714 covered two wheeler parking spaces, which the Promoter shall sell / allot for an exclusive use to various allottees of the residential Apartments of

Project – Bloomdale; and

(b) 901 open car park spaces and 1733 open two wheeler parking spaces for the use of the members of the

Association of the Allottees/Apex Body of the Project – Bloomdale.

Therefore, in aggregate the Promoter has provided 1299 car parking spaces and 2447 two wheeler parking for the Project Bloomdale and complied with the requirement as per approved plan.

(iv) The scheme and scale of development proposed to be carried out by the Promoter on the Project Land in accordance with applicable law as amended from time to time;

(v) The Promoter shall be entitled to confer title of particular building/block to such Other Associations, as mentioned at Clause

12 below.

(vi) The details of formation of the Apex Body, and, conferment of title upon the Apex Body with respect to the Project Land and all common areas, facilities and amenities, basements, podiums and other spaces and areas on the Project Land, as mentioned at Clause 13 and 15 below.

(vii) The statutory approvals mandatorily require the Promoter to hand over certain stipulated percentage of the Project Land to the concerned authorities or develop the same as public amenity. In addition, the Promoter shall be required to handover certain area of the Project Land to the utility providers such as Maharashtra State Electricity Distribution Company Limited or any other utility provider. The Promoter shall determine and identify the portion and location of the Project Land to be handed over or develop the same as public amenities at its cost and benefit for complying with the terms and conditions of statutory approvals. The portion of the Project Land left over after handing over the stipulated percentage if any, to MADC or statutory authority and/or developing as a public amenity as may be required from time to time, only would be available for transferring to the Apex Body.

(viii) The nature of development of the Project Land will be phase wise and would constitute a mixture of users as may be permissible under applicable laws from time to time.

(ix) The Promoter would be entitled to aggregate any contiguous land parcels with the development of the Project Land, as provided under the Proviso to Rule 4(4) of the RERA Rules.

(x) The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Project Land (defined below), in full or in part, as may be required by the applicable laws from time to time.

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

M. The Promoter has entered into an Agreement with an Architect registered with the Council of Architects;

N. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacement/substitute thereof from time to time) till the completion of the Real Estate Project.

O. By virtue of the said Development Agreement, the Promoter is in possession of the Project Land and has sole and exclusive right to sell the Apartments in the said Building/s to be constructed by the Promoter in the
Real Estate Project and to enter into this Agreement/s with the allottee(s) of the Apartments and to receive the sale consideration in respect thereof;

P. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoter 's Architects Messrs Architect

Hafeez Contractor and of such other documents as are specified under the RERA and the RERA Rules and Regulations made thereunder.

Q. The copies of the following documents related to the said Apartment / Real Estate Project / Project - Bloomdale on which the apartments are constructed / to be constructed have been annexed herewith:

| **Sr. No.** | **Particulars** | **Annexure No.** |
|---|---|---|
| 1 | RERA Certificate for Building No.07 | A |
| 2 | Title Report issued by the Advocate of the Promoter | B |
| 3 | VII / XII extract for the Project Land | C |
| 4 | Plans of the Layout as approved by the concerned Local Authority with the Building/Block in which the said Apartment is situated therein | D1 |
| 5 | Plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the Project - Bloomdale | D2 |
| 6 | Commencement Certificate **("CC")** No. **MADC/MIHA/BP/65/288** dated **31-May-2011** issued by the MADC | E |
| 7 | Parking Plan as approved by the concerned Local Authority | F |
| 8 | Approval of Ministry of Environment and Forest **("MOEF")** | G |
| 9 | Floor Plan of the said Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the MADC | H |
| 10. | PRODUCT SPECIFICATION | I |

| | | |
|---|---|---|
| 11 | Complaint Handling Process – Defect Liability Period | J |

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

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

T. The Promoter has accordingly commenced construction of the said building**/**blocks in the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals & permissions as referred hereinabove.

U. The Allottee has applied to the Promoter for allotment of an Apartment bearing number **«Unit_No»** on the **«Floor»** floor, in the **«Wing»** Wing in the Building No. 07 being constructed in the Project - Bloomdale, by the Promoter.

V. The carpet area of the said Apartment is **«Carpet_Area_Sqmts»** square meters and **"carpet area"** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or

verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

W. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

X. Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs.**«Amount_Received»**/- (**«Amount_Received_in_Word»**), being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoter to the Allottee as booking amount (the payment and receipt whereof the

Promoter doth hereby admits and acknowledges) and the Allottee has agreed to pay to the Promoter the balance amount of the sale consideration in the manner hereinafter appearing.

Y. Under section 13 of the RERA, the Promoter is required to execute a written Agreement for Sale of the said Apartment with the Allottee, being in fact these presents and also to register this Agreement under the Registration Act, 1908.

Z. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the apartment and the covered parking(s) defined hereinafter.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA and RERA Rules.

2.1 The Promoter shall construct the said Building No. 07 consisting of 3 Wings each having Stilt and 7 (seven) upper floors as Real Estate Project in accordance with the plans, designs and specifications as referred hereinabove and as approved by the concerned local authority from time to time.

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

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

**3. THE SAID APARTMENT**

3.1 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee an Apartment No. **«Unit_No»** of the **«Unit_Type»** type of carpet area admeasuring **«Carpet_Area_Sqmts»** sq. meters alongwith for exclusive use of the Allottee, open balcony of **«Balcony_Area__Sqmts»** sq. meters, enclosed balcony of **«Enclosed_Balcony_Sqmt»** sq. meters, Varhanda / Sit-out of **«Varhanda»** sq. meters and exclusive terrace of **«Terrace_Area__Sqmts»** sq. meters, on **«Floor»** floor in **«Wing»** Wing of the building No. 07 (hereinafter referred to as "**the said Apartment**") as shown in the Floor plan thereof hereto annexed as **Annexure 'I'** and more particularly described in the **Fourth Schedule.**

3.2 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or incase of nonavailability of the same, any other available brand closer to the particular brand and quality, or price range (if unbranded) to be provided by the Promoter in the said Building and the said Apartment are set out in **Annexure 'I'**, annexed hereto.

3.3 It is hereby expressly agreed that the gardens and terraces appurtenant to the Duplexes and Row Houses are meant for the sole and exclusive use of the Allottee of the respective Duplexes and Row Houses alone. The right to use the same shall always exclusively belong to the allottees of the respective Duplexes and Row Houses and the allottees of any other apartments in the Project-Bloomdale as well as Association of Allottees or such other Organisation shall not have and cannot have right of use of such garden or terraces appurtenant to the Duplexes / Row Houses sold to the respective allottees of the apartments.

## 4. CONSIDERATION

4.1 The Allottee hereby agrees to purchase from the Promoter the said Apartment for the consideration of Rs. **«Total_Consideration_Value»**/- (**«Total_Consideration_Value_in_Word»**) including Rs. **«Total_Coman_Area»**/- (**«Total_Coman_Area_in_Word»**) being the proportionate price of the common areas and facilities appurtenant to the said Apartment. The nature, extent and description of the common areas and facilities (**'Real Estate Project Amenities')** are more particularly described in the **Second Schedule** written hereunder.

4.2 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos **«Parking_No»** situated at **«Parking_in_Building»** stilt being constructed in the layout for the consideration of Rs.**«Parking_Charges»**/- (**«Parking_Charges_in_Word»**).

4.3 The total consideration amount for the apartment including covered parking spaces is thus Rs.**«Total_Consideration_Value»**/- (**«Total_Consideration_Value_in_Word»**), which shall be subject to tax deducted at source (**'TDS'**) at applicable rates

(**"Total Consideration"**).

4.4 The Allottee has paid on or before execution of this Agreement a sum of Rs.**«Amount_Received»**/- (**«Amount_Received_in_Word»**) (not exceeding 10% of the Total Consideration) as advance payment or application fee (the payment and receipt whereof the Promoter doth hereby admits and acknowledges) and hereby agrees to pay to the Promoter the balance amount

of Rs.**«Amount_Receivable»**/- (**«Amount_Receivable_in_Word»**) in the following manner:-

| Sr.No. | Schedule Description | % of Total Consideration | Consideration Amount payable (in Rs.) | Service Tax (in Rs.) | VAT(in . Rs) | GST | Total Consideration amount alongwith Service Tax, VAT & GST (in Rs.) |
|---|---|---|---|---|---|---|---|
| 1 | Paid before execution of this Agreement | not exceeding 10% | | | | | |
| 2 | To be paid immediately after the execution and registration of Agreement | 10% | | | | | |
| 3 | On or before 15th day from the date of registration of the Agreement | 5% | | | | | |
| 4 | On or before 30th day from the date of registration of the Agreement | 5% | | | | | |
| 5 | To be paid on completion of the Plinth of the Building or Wing | not exceeding 45% | | | | | |
| 6 | To be paid on completion of the slabs including podiums and stilts of the Wing | not exceeding 70% | | | | | |
| 7 | To be paid on completion of the walls, internal plaster, floorings doors and windows of the said Apartment | not exceeding 75% | | | | | |
| 8 | To be paid on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment | not exceeding 80% | | | | | |
| 9 | To be paid on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the Wing | not exceeding 85% | | | | | |
| 10 | To be paid on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in this Agreement | not exceeding 95% | | | | | |
| 11 | To be paid at the time of handing over of the possession of the Apartment | Balance Amount | | | | | |
| **Total** | | **100%** | | | | | |

4.5 The aforesaid Total Consideration shall be paid by the Allottee to the Promoter in installments stipulated above by Cheque / Pay Order/ Demand Draft issued in favour of ***"Mahindra Bebanco Developers Limited"*** at Mumbai or deposited in the bank account no. **1612044185** and Tax collection account no.**1612044215** maintained with Kotak Mahindra Bank, Mittal Court, Nariman Point Branch with IFSC Code - **KKBK0000958** ("the said Account").

4.6 The Total Consideration as mentioned above excludes taxes paid or payable by the Promoter, and/or which are recoverable from the Allottee, at applicable rates from time to time by way of Value Added Tax **("VAT")**, Service Tax, Goods and Services Tax **("GST")** and Cess or any other similar / indirect taxes which may be levied, in connection with the construction of the Real Estate Project and/or with respect to the said Apartment and/or this Agreement upto the date of handing over the possession of the said Apartment. It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including service tax, VAT, GST and all

other indirect and direct taxes, duties and impositions as may be applicable, levied / increased, from time to time, by the Central Government and/or the State Government and/or any local, public or statutory authorities / bodies on any amount payable under this

Agreement and/or on the transaction contemplated herein and/or in relation to the said Apartment, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

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

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

4.9 The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her payments in any manner.

4.10 Pursuant to section 194 IA of the Income Tax Act 1961, the Allottee is required to deposit 1% of Total Consideration, wherever applicable, as tax deducted at source (TDS) with Government of India. The Allottee shall have option to pay entire TDS on the Total Consideration or pay TDS on each installment as per the Payment Plan. The copy of the TDS certificate shall be submitted by the Allottee to the Promoter within 15 days from the date of making payment of entire TDS or from the payment of each installment amount as the case may be. Non-submission of TDS certificate within stipulated timeline shall be construed as default in the payment.

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

## 5. POSSESSION

The Promoter shall give possession of the said Apartment to the Allottee on or before **30-Sep-2020 ("the Possession Date")** provided that, the Promoter shall be entitled to reasonable extension of time for giving delivery of the said

Apartment on the aforesaid date, if the completion of building in which the said Apartment is to be situated is delayed on account of –

(i) war, civil commotion or act of God;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority.

(iii) Any stay order / injunction order issued by any Court of Law, competent authority, concerned local authority, statutory authority;

(iv) Any other circumstances that may be deemed reasonable by the Authority.

## 6. TIMELY PAYMENT AND POSSESSION AND CONSEQUENCES

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

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

(a) call upon the Promoter by giving a written notice by Courier / Registered Post A.D. at the address provided by the Promoter ("**Interest Notice**"), to pay simple interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon for every month of delay or part thereof from the Possession Date ("**the Interest Rate**"), on the

Total Consideration or part thereof paid by the Allottee. The interest shall be paid by the Promoter to the Allottee till the date of offering possession of the said Apartment by the Promoter to the Allottee;

**OR**

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

**Termination Notice**"). On the receipt of the Allottee Termination Notice by the Promoter , and upon execution and registration of Deed of Cancellation by the Allottee, this Agreement shall stand terminated and cancelled. Simultaneously upon registration of Deed of Cancellation, the Promoter shall refund to the Allottee the amounts already received by the Promoter under this Agreement with simple interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon for every month ("**Interest Rate**") to

be computed from the date the Promoter received such amount/part thereof, till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Apartment and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Apartment and/or the car park in the manner it deems fit and proper.

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

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

6.5 Without prejudice to the right of the Promoter to charge interest in terms of sub clause 6.4 above, on the Allottee committing 3 (three) defaults in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by statutory authority / concerned local authority and other outgoings) the Promoter shall at its own option, may terminate this

Agreement.

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

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

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

(a) The forfeiture amount shall be Rs.**«Forfeiture_Amount»**/- («Forfeiture_Amount_in_Word») being 10% (ten percent) of the Total Consideration. The Allottee hereby agrees and accepts that the aforesaid forfeiture amount of 10% (ten percent) is just and fair preestimated liquidated damages agreed between the Promoter and

the Allottee, the Allottee shall not object or in any way question the basis on which the said 10% (ten percent) amount has been arrived at and hereby consents to the same irrevocably;

(b) Service Tax, VAT, GST and all other taxes paid or payable on this Agreement upto the date of termination;

(c) the taxes and outgoings including amounts payable in respect of the common areas, facilities and car parks, if any, due and payable by the Allottee in respect of the said Apartment upto the date of termination;

(d) the amount of interest paid and payable by the Allottee to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination;

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

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

whatsoever and the Promoter shall be entitled to deal and dispose of the said Apartment as it deems fit.

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

(a) an amount of Rs._____ (Rupees _____ only) being 10% (ten percent) of the Total Consideration towards forfeiture being just and fair pre-estimated liquidated damages agreed between the Promoter and the Allottee;

(b) interest on any overdue payments;

(c) payment of all taxes received from the Allottee and paid by the Promoter to the Authorities; and

(d) amount of stamp duty and registration charges to be paid on deed of cancellation of the registered Agreement for Sale.

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

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

6.8 In case the Allottee has paid TDS @1% of the Total Consideration and has submitted to the Promoter , the requisite TDS certificate and thereafter, this Agreement is terminated in accordance with the provisions contained hereinabove, and upon the Allottee executing and registering a Deed of Cancellation of this Agreement, then, the amount of TDS paid by the Allottee shall be refunded without any interest thereon to the Allottee by the Promoter together with the refund of the other amounts as provided in this Agreement.

6.9 The stamp duty and registration charges payable on the Deed of Cancellation pursuant to the termination by the Promoter shall be borne and paid by the Allottee alone. Upon such execution and registration of the Deed of Cancellation or expiry of 30 (thirty) days from the date of the Termination Notice, whichever is earlier, this Agreement shall stand terminated and the Promoter shall, thereafter, be entitled to lease, sell and/ or otherwise deal with and/or dispose of the said Apartment and the car parking as it may deem fit in favour of any other persons / party without any reference to or consent from the Allottee and the Allottee shall have no right to dispute or object to such lease / sale / disposal of the said Apartment with the car parking and the Allottee shall cease to have any right, title, interest, or claim of any nature whatsoever in the said Apartment.

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

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

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

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

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

Apartment based on the unfettered and vested rights of the Promoter in this regard.

**8. FSI, TDR and development potentiality with respect to the Proposed Future and Further Development of the Project -Bloomdale**:

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Project- Bloomdale on the Project Land (by utilization of the full development potential) and develop the same in a phase-wise manner and shall undertake multiple real estate projects therein in the manner more particuarly detailed in Recital above and as depicted in the layout plans constituting the Proposed Layout Plan and the Proposed Potential FSI and the Allottee has agreed to purchase the said Apartment based on the unfettered and vested rights of the Promoter in this regard.

9. **PROCEDURE FOR TAKING POSSESSION**

9.1 The Promoter , within 3 (three) months of obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the Agreement shall offer in writing the possession of the said Apartment, to the Allottee in terms of this Agreement and the Promoter shall give possession of the said Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter . The Allottee agree(s) to pay from time to time the maintenance charges as determined by the Promoter or association of allottees, as the case may be.

9.2 The Allottee shall take possession of the said Apartment within 15 (fifteen) days of the written notice from the Promotor to the Allottee

intimating that the said Apartment is ready for use and occupancy. The fit-outs shall be carried out by the Allottee in the said Apartment in accordance with the Fit-out Guidelines uploaded by the Promoter on the website of the RERA Authority.

## 10. FAILURE OF ALLOTTEE TO TAKE POSSESSION OF THE SAID APARTMENT

Upon receiving a written intimation from the Promoter as per clause 9 hereinabove, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be required by the Promoter , and the Promoter shall give possession of the said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 9 hereinabove, such Allottee shall continue to be liable to pay maintenance charges as applicable, however, upon such failure of the Allottee to take possession, the Promoter shall not be liable to maintain and upkeep the said Apartment, and as and when the Allottee takes possession of the said Apartment it shall be handed over to the Allottee on 'as is where is' basis.

## 11. DEFECT LIABILITY

If within a period of 5 (five) years from the date of handing over the said Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Apartment or the said Building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA and

RERA Rules. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reasons of the willful default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project, and/or any unauthorized alterations / modifications to the said Apartment and/or delay in taking over possession by the Alottee and/or due to breach of any covenants of the Allottee given in this Agreement. The complaint handling process for Defect Liability period is set out in Annexure 'J', annexed hereto.

## 12. ASSOCIATION OF ALLOTTEES

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

12.2 The Allottee shall along with other allottee(s)s of apartments in the Real Estate Project shall join in forming and registering the Association of Allottees to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and all other papers and documents necessary for the formation and registration of the Association of Allottees and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available by the Promoter to the Allottee, so as to enable the Promoter to submit the application for registration of the common organization/Association of Allottees. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws,

or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

12.3 The Association of Allottees shall admit all allottees of the Apartments in the Real Estate Project as members, in accordance with its bye-laws.

12.4 The Promoter shall be entitled, but not obliged to, join as a member of the Association of Allottees in respect of unsold apartments in the Real Estate Project, if any.

12.5 Post execution of the Conveyance to the Association of Allottees, the Association of Allottees shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

12.6 Notwithstanding what is mentioned herein, the Promoter at its discretion shall form either a separate Association of the Allottees for each Wing/Building/Real Estate Project or shall form a single Association of the Allottees for all Wings / all Buildings / all real estate projects in the Project-Bloomdale.

12.7 Incase the Promoter decides to form a separate Association of Allottees for each Wing/Building/Real Estate Project, then upon 51% of allottees of apartments in the other wings/buildings/real estate projects to be developed on the Project Land having booked their respective apartments, the Promoter shall submit application/s to the competent authorities to form separate Association of Allottees to comprise solely of the allottees of apartments in those particular wing / buildings/ real estate project, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder or any other relevant Act and rules made thereunder,

read with RERA and the RERA Rules ("Other Associations") OR if the Promoter decides to form a single Association of the Allottees for all Wings / all Buildings / all real estate projects in the Project-Bloomdale, then the Promoter shall take all necessary steps to induct the allottee/s of all Wings / all Buildings / all real estate projects in the Project-Bloomdale as members of the same as and when required as per RERA and the RERA Rules. It is agreed between the Parties that neither the Allottee nor the Association of the Allottees shall raise any objection for the same and shall co-operate with the Promoter by signing the application for registration and/or membership and all other papers and documents necessary for the Allottee to become a member of Association of the Allottees.

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

## 13. FORMATION OF THE APEX BODY

13.1 Incase the Promoter, at its discretion, decides to form separate Associations of Allottees for each Wing / each Building / each real estate project, then in such an event, the Promoter shall, within a period of 3 (three) months of obtainment of the Occupation Certificate of the last building of the last real estate project in the layout of the Project Land and the Project- Bloomdale submit application/s to the competent authorities to form a federation of societies/association /Limited Company comprising the Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder or any other relevant Act and Rules made thereunder, read with RERA and the RERA Rules ("Apex Body").

13.2 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable towards the same.

## 14. CONVEYANCE OF THE STRUCTURE TO THE ASSOCIATION

14.1 The Promoter shall, subject to its right to dispose of the remaining / unsold apartments, if any, execute the conveyance within three months from the date of issue of occupancy certificate or upon receipt of full consideration from fifty-one percent of the total number of allottees in the Real Estate Project, whichever is earlier, cause to be transferred and conveyed to the Association of Allottees (whether a single Association or multiple Association of Allottees, as may be decided by the Promoter) all the right, title and the interest of the Promoter in the said structure of the Real Estate Project ("Association Structure Conveyance"). The Association of Allottees shall be required to join in execution and registration of the Association Structure Conveyance. The costs, expenses, charges, levies and taxes on the Association Structure Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Association of Allottees alone. Post the Association Structure Conveyance, the Association of Allottees shall be responsible for the operation, maintenance and management and/or supervision of the structure of the Real Estate Project including any common areas facilities and amenities therein and the Promoter shall not be responsible for the same.

14.2 The Promoter shall execute and register similar conveyances for all the right, title and the interest of the Promoter in the respective structures of all other wings / buildings / real estate projects with the Association of Allottees (whether a single Association or multiple Association of Allottees as may be decided by the Promoter).

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

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

15.2 The Association of Allottees / Apex Body shall be required to join in execution and registration of the Association of Allottees Conveyance / Apex Body Conveyance. The costs, expenses, charges, levies and taxes on the Association of Allottees Conveyance / Apex Body Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Association of Allottees / Apex Body alone. Post the Association of Allottees Conveyance / Apex Body Conveyance, the Association of Allottees Conveyance / Apex Body shall be responsible for the operation and management and/or supervision of the Project Land including any common areas facilities and

amenities and the Promoter shall not be responsible for the same.

15.3 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or the said Building or the said Real Estate Project or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him/her and all basements, stilt, podium and open spaces, parking spaces, lobbies, staircases, terraces recreation spaces and all other areas and spaces and lands and the Project Land, will remain the property of the Promoter until the said structure of the building is transferred to the Association of Allottees and until the Project Land is transferred / conveyed to the Association of Allottees / Apex Body as hereinbefore mentioned.

## 16. OUTGOINGS

16.1 Within 15 (fifteen) days after notice in writing is given by the Promoter to the Allottee that the said Apartment is ready for use and occupancy, whether the possession of the said Apartment has been taken or not ,the Allottee shall be liable to bear and pay the outgoings in respect of the said Apartment and the proportionate share (i.e. in proportion to the carpet area of the said Apartment) of outgoings in respect of the said Project Land and the said Real Estate Project / the Project -Bloomdale, local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Real Estate Project / the Project-Bloomdale and the said Project

Land. Until the Association of Allottees is formed and the said structure of the Real Estate Project is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined at the sole

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

Allottees, as the case may be.

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

(i) Rs. **350**/- for share money, application entrance fee of the Association of Allottees / Apex body.

(ii) Rs. **10000**/- for formation and registration of the Association of Allottees / Apex body.

(iii) Rs. **NA**/- for proportionate share of taxes and other charges/levies in respect of the Association of Allottees.

(iv) Rs. **NA**/- for proportionate share of taxes and other charges/levies in respect of the Apex body.

(v) Rs. **«CAM_Charges_for_One_Month»**/- (Excluding Taxes) towards provisional monthly contribution (for 24 Months) for outgoings of Association of Allottees.

(vi) Rs. **NA**/- towards provisional monthly contribution for outgoings of Apex body

(vii) Rs.**10205**/- for deposit towards water, electric and other utility and services connection charges.

(viii) Rs.**NA**/- for deposits of electrical receiving station / Sub Station provided in the Project layout.

(ix) Rs. **NA**/- for gas connection deposit.

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

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

16.4 The Promoter shall give account of the share application money received under clause 16.2 (i) and proportionate share of outgoings and taxes received under clause 16.2 (iii) to 16.2 (vi) to the Association of Allottees / Apex Body, as the case may be, and handover the unutilized amount in these accounts at the time of handing over the maintenance to the Association of the Allottees / Apex Body, as the case may be.

The amounts paid by the Allottees under clause 16.2 (ii) and 16.2 (vii) to (ix) shall be used by the Promoter for the purposes set out therein.

However, the Promoter shall not be liable to give any account in respect amount paid under clause 16.2 (ii) or to refund or adjust the same to the Allottee or to the Association of the Allottees.

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

16.6 The Allottee shall pay to the Promoter a sum of Rs. **10000**/- (**Rupees Ten Thousand Only**) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Association of Allottees / Apex Body and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of lease.

16.7 The Promoter has informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Project Land. The Promoter has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee alongwith other allottees of apartments in the Real Estate Project and/or on the Project Land, and the

Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately.

Such proportionate amounts shall be payable by each of the allottees of apartments on the Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoter and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto.

16.8 The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance towards expenses, deposits, sums received on account of the share capital for the promotion of the Association of Allottees / Apex Body, towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

## 17. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represent and warrant to the Allottee that, subject to what is stated in this Agreement and all its Schedules and Annexures, and subject to what is stated in the Title Report, and subject to the RERA

Certificate-:

(a) MADC has clear and marketable title with respect to the Project Land as declared in the title report annexed to this Agreement and Promoter has requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Real Estate Project / Project-Bloomdale;

(b) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;

(c) There are no encumbrances upon the Project Land except those disclosed to the Allottee;

(d) There are no litigations pending before any Court of law with respect to the Project Land or Project –Bloomdale except those disclosed to the Allottee;

(e) All approvals, licenses and permits issued by the competent authorities with respect to the Project-Bloomdale, Project Land and Real Estate Project are valid and subsisting and have been obtained by following the due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project-Bloomdale, Project Land and Real Estate Project shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project-Bloomdale, Project Land, Real Estate Project;

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

(g) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project-Bloomdale and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

(h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

(i) At the time of execution of the assignment of lease to the Association of Allottees, MADC shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

(j) The Promoter has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Real Estate Project to the competent Authorities till the Association Assignment of Lease and thereupon shall be proportionately borne and paid by the said Association of Allottees;

(k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Project Land) has been received or served upon the Promoter in respect of the Project Land and/or the Real

Estate Project except those disclosed to the Allottee.

## 18. COVENANTS OF THE ALLOTTEE

The Allottee with intention to bring all persons into whosoever hands the said Apartment and/or its rights, entitlements and obligations under this

Agreement may come, hereby covenants with the Promoter as follows:-

(a) To maintain the said Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said Apartment is situated and the said Apartment itself or any part thereof without the consent of the local authorities, if required.

(b) Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Apartment is situated, including entrances of the said Building in which the said Apartment is situated and in case any damage is caused to the said Building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

(c) To carry out at his/her/their own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated or to the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(d) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment without the prior written permission of the Promoter and/or the Association of Allottees.

(e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the building in

which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Project Land and the building in which the said Apartment is situated.

(g) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter , Allottee's share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said Apartment is situated.

(h) To bear and pay in a timely manner and forthwith all amounts due, instalments of Total Consideration and taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, from time to time. All payments towards purchase of the said Apartment shall be made only by the Allottee / financial institution that has lent money to the Allottee against the said Apartment, and not by any other party on behalf of Allottee. Payment made by any other third party on behalf of Allottee shall not be accepted and recognized by the Promoter .

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

(j) The Allottee shall not let, sub-let, transfer, assign, sell, lease, let on Leave and License or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment or dispose of or alienate otherwise howsoever, the said Apartment and/or its rights, entitlements and obligations under this Agreement, until all the dues payable by the Allottee to the Promoter under this Agreement, taxes, deposits, cesses, and all other amounts are fully paid together with applicable interest thereon at the Interest Rate, if any. In the event, the Allottee is desirous of transferring the said Apartment and/or its rights, entitlements and obligations under this Agreement after making such full and final payment, then, the same shall be considered, provided, the Allottee has not been guilty for breach of or non-observance of any of the terms and conditions of this Agreement and the Allottee has obtained prior permission in writing from the Promoter for such purpose, which shall not be unreasonably withheld. and such transfer shall always be subject to such terms and conditions as may be stipulated by the Promoter including execution and registration of appropriate documents / agreements by the Allottee and/or the transferee, with the Promoter , as may be required by the Promoter in this regard. Any such assignment / sale / transfer by the Allottee in breach of this Agreement shall be unauthorized and not binding upon the Promoter. According to the Development Agreement, the Allottee requires to obtain prior written NOC / consent of MADC for

transfer of the said Apartment. This transfer shall be on sales / lease basis only for the residual period of 99 (ninety nine) years lease granted to the Promoter. The Allottee is required to apply to

MADC in writing alongwith requisite transfer charges. Transfer charges for the Apartment at each occasion shall be calculated at the rate of Rs. 30 (Thirty) per sq.mtr. of built up area of said Apartment. These transfer charges shall be cumulatively increased at the rate of 5% per annum (rounded to nearest of 100) from the end of construction period mentioned in the Development Agreement. On filing of application for NOC and payment of transfer charges at relevant rate, if NOC is not granted within thirty (30) days from the date of receipt of application and transfer fee by

MADC, the NOC, shall be deemed to have been granted.

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

(l) To use the common areas and facilities in accordance with the purpose for which they are intended without disturbance/ interference/ hindrance or encroaching upon the rights of the other allottees or in any way disturbing/ interfering with the rights of the other allottees.

(m) The Allottee shall observe and perform all the rules and regulations which the Association of Allottees / Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Association of Allottees / Apex Body regarding the occupancy and use of the said Apartment in the said Building and car parking and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

(n) the Allottee shall permit the Promoter and their surveyors and agents, contractors, sub-contractors with or without workmen, suppliers and others, at all reasonable times, to enter into and upon the said Apartment/ buildings / Real Estate Project or any part thereof to view, inspect and examine the state and condition thereof and to do necessary works thereon.

(o) Till a assignment of lease of the Project Land on which the said Building/Blocks in which the said Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, contractors, sub-contractors with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view, inspect and

examine the state and condition thereof and to do necessary works thereon.

(p) Not to use or display or caused to be used or displayed, at any time, the word "*Mahindra*" or "*Mahindra Lifespaces*" or its logo in any manner including by the Association of Allottees / Apex Body in any activity or object of the Association of Allottees / Apex Body or otherwise, howsoever, save and except, the name of the complex, viz. **"Bloomdale (a project by Mahindra Bebanco)"**.

(q) The Promoter shall be entitled to put hoarding / boards of its brand name, in a form of neon signs, MS letters, vinyl & sun boards on the building / wing / Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding / board sites.

(r) The Allottee hereby indemnifies and agrees to keep indemnified, the Promoter , against all losses, charges, claims, demands, penalties, costs, damages, etc. that may be suffered by or claimed against the Promoter on account of any act of omission or

commission on the part of the Allottee and/ or his/ her/ their/ its tenants/ assignees/ transferees or any breach by the Allottee of any of the Covenants of the Allottees;

(s) The Promoter at its sole discretion may use such construction methodology, where all walls, floor slabs, columns, beams, stairs, balconies, together with door and window openings may be cast at a place in a single/multiple site based operation. Because of use of such

construction methodology, the Allottee therefore agrees not to do any modifications in the structure after handover.

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

After the Promoter executes this Agreement it shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

## 20. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules and annexures along with the payments of dues as stipulated in the Payment Plan at clause 4 above within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned office of Sub-Registrar of Assurances as and when intimated by the Promoter . If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter , then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 **(**fifteen**)** days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee with the Promoter in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

## 21. ENTIRE AGREEMENT

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

## 22. RIGHT TO AMEND

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

## 23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

## 24. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or the RERA Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) with respect to the Real

Estate Project / the Project-Bloomdale, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all apartments in the Real Estate Project / the Project-Bloomdale respectively.

## 26. 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.

## 27. WAIVER

a) Waiver by either party of any default of the other party in the performance of any provision of this Agreement:

(i) shall not operate or be construed as a waiver of any other default or further default; and

(ii) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party.

b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by any party to the other party shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

**28. PLACE OF EXECUTION**

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

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

## 30. NOTICES

That all letters, notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by courier or Registered Post A.D.

**or** notified Email ID at their respective addresses specified below:

**«Name_of_1st_Applicant» «And» «Name_of_2nd_Applicant»**
«Primary_Address»
Notified Email ID:«Email»

**M/s Mahindra Bebanco Developers Limited**
MIHAN SEZ, De-Notified Area,Beside D. Y. Patil International School,
Khapri, Nagpur – 441 108.
Notified Email ID: _____

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

## 31. JOINT ALLOTTEES

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

## 32. PAN CARD

The PAN of the Promoter - AAFCM5983Q

The PAN of the Allottee(s) - «PAN1st_Applicant»

«PAN2nd_Applicant»

## 33. STAMP DUTY AND REGISTRATION CHARGES

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

## 34. DISPUTE RESOLUTION

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

## 35. GOVERNING LAW

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

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

## FIRST SCHEDULE

(Description of the Project Land)

All the piece and parcel of land admeasuring to 1,02,192.84 sq.mtr. equivalent to 25.2524 acre situated within the Registration Division and District of Nagpur, Sub-Division and Taluka Nagpur (Rural) Revenue village Khapari (Railway) bearing Khasara Nos./Survey Nos. 17(pt.), 18(pt.), 19(pt.), 26(pt.), 27(pt.), 28,

29(pt.), 30(pt.), 31(pt.), 35(pt.), 36(pt.), 39(pt.), Government Land, Nallah(pt.) and Road(pt.); Hingana, PS; Post Office, Khapari(Rly); Sub-Division and Taluka, Nagpur(Rural); District, Nagpur in the MIHAN notified area; bounded by as follows :

| | | |
|---|---|---|
| On or towards the East | : | 2 Lane Road |
| On or towards the South | : | 2 Lane Road |
| On or towards the West | : | water channel/4 Lane Road |
| On or towards the North | : | International School |

## SECOND SCHEDULE

(Real Estate Project Amenities)

The Promoter intends to provide facilities and amenities that would be included in the building, such as Entrance Lobby, staircase, Manual Fire hydrant and extinguishers, lift lobby, 2 nos. lifts with power back-up in each wing of Building,

Overhead water tank, Parking.

## THIRD SCHEDULE

(Project-Bloomdale Amenities)

The Promoter intends to provide in Bloomdale, the common areas and facilities as detailed below:-

| Sl. No. | Common area & Facilities/ Ammenities | Proposed | Details |
|---|---|---|---|
| 1 | Internal Road & Footpaths | YES | |
| 2 | Water Supply | YES | Water treatment plant managed by MADC |
| 3 | Sewerage(Chamber,Lines,Septic tank, STP) | YES | STP managed by MADC centrally at MIHAN |
| 4 | Storm water Drain | YES | |
| 5 | Lanscaping& Tree Planting | YES | |
| 6 | Street Lighting | YES | |
| 7 | Community Building | YES | Club House Building with multipurpose hall, Gym room with equipments, Table Tennis, Steam room, Squash room, Billiards, liabrary, facility room. |
| 8 | Water conservation & Rain water Harvesting | YES | Rainwater recharge pit system |
| 9 | Electrical Meter room /Sub station/ Receiving station | YES | |
| 10 | Aggregate area of Recreational open space & open parking | YES | |
| 11 | Jogging track | YES | |
| 12 | Recreational Ground | YES | |
| 13 | Garden | YES | |
| 14 | Tennis court | YES | |
| 15 | Half Basket ball court | YES | |
| 16 | Swimming pool | YES | With separate toddler pool |
| 17 | Childrens play Area | YES | |
| 18 | CCTV system in Common Area | YES | |

The Allottees along with the other allottees of the apartments in the said buildings, and/or other existing building and buildings / row houses / duplex houses to be constructed in Project-Bloomdale shall be entitled to utilize the benefits of the said Club House. The membership of the Club shall be subject to

such rules and regulations as may be framed and amended by the Promoter from time to time until the same is handed over to the Society/Association of the Persons/Limited Company as stated hereafter. In the event of the Allottee transferring/assigning the said Apartment (subject to the terms and conditions contained in this Agreement), the Transferee/Assignee shall be entitled to the benefit of the membership of the said Club House.

a. The Club House Lifetime Membership Fee shall entitle the Purchaser and his family members to use various club facilities upon payment of respective charges as may be decided by the

Promoter / Association/ Maintenance Agency from time to time.

b. In case of a Corporate Allottee who has nominated one of its Official to use the Apartments, the Clubhouse Lifetime Membership Fee shall entitle Corporate Nominee and his/her family members to use various club facilities upon payment of respective charges as may be decided by the Promoter /Association/Maintenance Agency from time to time.

c. In case of a Corporate Allotee who will be using the Apartments as a corporate Guest House, the Clubhouse Lifetime Membership Fee shall entitle any three guests of the Corporate Allottee to use various club facilities during their occupancy of the Guest House in "Bloomdale" upon payment of respective charges as may be decided by the Promoter / Association / Maintenance Agency from time to time.

d. Club House Maintenance charges will be intimated to the Allottee at the time of opening of Club House. The Allotee agrees to pay the Club

House Maintenance Charges irrespective of its usage or otherwise. The Promoter intends to develop and construct a Club

House for the use of all Apartment Allottees of "Bloomdale". The Club House will be ready for use before completion of the final phase of "Bloomdale" project.

## FOURTH SCHEDULE

(Description of the said Apartment)

Apartment No. **«Unit_No»** of the **«Unit_Type»** type of carpet area admeasuring **«Carpet_Area_Sqmts»** sq. meters alongwith for exclusive use of the Allottee, open balcony of **«Balcony_Area__Sqmts»** sq. meters, enclosed balcony of **«Enclosed_Balcony_Sqmt»** sq. meters, Varhanda of **«Varhanda»** sq. meters and exclusive terrace of **«Terrace_Area__Sqmts»** sq. meters, on **«Floor»** floor in **«Wing»** Wing of the building No.07, is bounded as follows:

On or towards the North : **«On_or_towards_the_North_»**
On or towards the South : **«On_or_towards_the_South_»**
On or towards the East : **«On_or_towards_the_East_»**
On or towards the West : **«On_or_towards_the_West_»**

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Allottee: (including joint buyers)

| Please affix photograph and sign across the photograph | Please affix photograph and sign across the photograph |
|---|---|

(1) «Name_of_1st_Applicant»

(2) «Name_of_2nd_Applicant»

At _____on _____

in the presence of:

**WITNESSES:**

1. Name _____

   Signature _____

2. Name _____

   Signature _____

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter :

| Please affix photograph and sign across the photograph |
|---|

**(1) _____**

| Please affix photograph and sign across the photograph |
|---|

(2) _____

(Authorized Signatory)

**WITNESSES:**

1. Name _____

   Signature _____

2. Name _____

Signature _____

**ANNEXURE**

| **Sr. No.** | **Particulars** | **Annexure No.** |
|---|---|---|
| 1 | RERA Certificate for Building No.07 | A |
| 2 | Title Report issued by the Advocate of the Promoter | B |
| 3 | VII / XII extract for the Project Land | C |
| 4 | Plans of the Layout as approved by the concerned Local Authority with the Building/Blocks in which the said Apartment is situated therein | D1 |
| 5 | Plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the Project – Bloomdale | D2 |
| 6 | Commencement Certificate **("CC")** No. **MADC/MIHA/BP/65/288** dated **31-May-2011** issued by the MADC | E |
| 7 | Parking Plan as approved by the concerned Local Authority | F |
| 8 | Approval of Ministry of Environment and Forest **("MOEF")** | G |
| 9 | Floor Plan of the said Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the MADC | H |
| 10. | PRODUCT SPECIFICATION | I |
| 11 | Complaint Handling Process – Defect Liability Period | J |

## ANNEXURE – J

**(Complaint Handling Process – Defect Liability Period)**

1. The Allottee shall submit his complain in writing to the Facility Manager / through email on designated email address i.e. _____ to the Promoter immediately but in any case, within 7 (seven) days from the date of the occurrence of the defect.
2. The representative of the Promoter shall inspect the defect immediately but in any case within 72 (seventy two) hours from the date of the receipt of the complaint.
3. The representative of the Promoter shall inform the Allottee within 24 hours whether the complaint is in respect of the defect liability item or not, in writing/email. Incase, if it is not a defect liability item then it has to be rectified by the Allottee at its cost and the complaint is considered as closed.
4. Incase, it is found that the complaint is in respect of the defect liability item then the Promoter's representative shall inform to the Allottee within 7 (seven) days from the inspection of the complaint about time required for rectifying the defect according to the nature of the defect, methodology of rectifying the defect and the co-operation required from the Allottee or other apartment owners for rectifying the defect.
5. The Promoter shall initiate the process of rectification of the defect within 30 days from date of inspection at the cost of the Promoter. However, the Promoter shall not be held responsible for completing in time bound manner if the rectification is required to be carried out with the co-operation of the other apartment owner and the association of the allottees and they are not co-operating or available for co-operation. Once, the rectification is completed the complaint is considered as closed.
6. Incase, it is found that the defect liability item is caused due to of negligence / action / inaction of the Allottee then, the Promoter is not liable to rectify the same and the complaint shall be considered as closed.
7. Incase, the representative of the Promoter informs the Allottee that the complaint is not in scope of the defect liability and if the Allottee is in disagreement with the

same then, the Promoter shall appoint a third party expert to ascertain the facts. The Promoter shall ensure that the third party expert should be qualified civil / mechanical engineer having requisite qualification and experience in the field. If the expert is of the opinion that it is under the scope of the defect liability then, the expert shall submit a report accordingly and incase, the expert is of the opinion that it is not under the scope of the defect liability then the complaint shall be considered as closed. The decision of the third-party expert shall be binding on both the parties.

8. If the complaint is about the service or provision of service having warranty / guarantee from the service provider then, the defect liability will be governed by the terms and conditions of such warranty / guarantee / life of the service.

The Promoter shall not be responsible for any defect arising due to non-compliance or negligence of any allottee or Association of the Allottees towards maintenance and upkeep of the services as defined and laid down by the service provider in the service manual, if any.