

AGREEMENT FOR SALE

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

MAHINDRA HAPPINEST DEVELOPERS LIMITED, a company incorporated and registered under the Companies Act, 1956 and having its registered office at Mahindra Towers, 5th Floor, Worli, Mumbai - 400018, PAN No. _____ 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

_____ and _____ Indian Inhabitant/s, residing at _____; and having email id _____ hereinafter referred to as "**the Allottee**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, administrators, successors and permitted assigns, of the **OTHER PART**).

AND WHEREAS

- A. By and under a Deed of Conveyance Dated _____, executed between M/s. Swastik Real Estate Developers, (therein referred to as the 'Vendor No.1') and Mr. Naresh Sudama Khetwani (therein referred to as the 'Vendor No.2') (therein collectively referred to as the 'Vendors'), and Mahindra Happinest Developers Limited (therein referred to as the 'Purchaser' and herein referred to as the 'Promoter'), the Vendors therein absolutely granted, sold, conveyed, transferred and assured unto and in favour of the Promoter all the piece and parcel of non-agricultural, freehold land admeasuring about approximately 36,635.67 sq. mtrs. situated at Village Ranjnoli, Taluka Bhiwandi, District Thane, and is more particularly described in the First Schedule hereunder written (hereinafter referred to as "**the Larger Land**") on the terms and conditions and for the consideration therein mentioned. The said Deed of Conveyance was duly registered at the office of Sub-Registrar of Assurances at Thane under Serial No. _____ on _____.
- B. By Mutation Entry No. _____ dated _____ the names of the Vendors were deleted from "Holders' Column" of the 7/12 Extract and the name of Promoter was thus mutated in the 7/12 Extract and Revenue Records of the said Larger Land;
- C. A Scheme has been prepared named as "Happinest Kalyan" for residential and commercial development of the said Larger Land, in a phase wise manner, by constructing thereon residential apartments and commercial apartments for sale on ownership basis and by providing Club House and other amenities for the use, enjoyment and benefit of all the allottees of the residential apartments only to be constructed on the Project Land defined hereunder.
- D. The Promoter has obtained layout approval and construction permission for residential and commercial use from Mumbai Metropolitan Regional Development Authority ("**MMRDA**") vide its permission letters bearing no SROT/BSNA/2501/BP/Amended/ Ranjoli-05/1440/2019 dated 22nd July 2019 and SROT/BSNA/2501/BP/Amended/ Ranjoli-05/1772/2019 dated 24th September 2019 . As per terms and conditions laid down by department of Town Planning and Assessment and the Collector, Thane, while sanctioning the Lay Out Plan for the Larger Land, the Promoter has to keep land admeasuring 1840.06 sq.mtrs (5% of the Larger Land) as open space and the same is to be handed over / transferred to MMRDA /planning authority for maintenance. Similarly, the land admeasuring 1168.74 sq. mtrs of the Larger Land is affected by road widening of the State Highway No. 222 and same is required to be handed over to the concerned Authorities. The remaining land from the Larger Land after providing

for open space and road widening, admeasuring 33,626.87 sq. mtrs. is the Project Land.

- E. The Promoter is thus the sole and absolute owner of and seized and possessed of or otherwise well and sufficiently entitled to land admeasuring 33,626.87 sq.mtrs. and is more particularly described in the Second Schedule hereunder written and delineated on the Plan hereto annexed as “**Plan-1**” hereinafter referred to as “**the Project Land**” and the Promoter is desirous of developing a project on the said Project Land and the development on the said Project Land is the subject matter of this Agreement for Sale.
- F. The Project Land is free from all encumbrances.
- G. The Promoter has proposed to construct upto a maximum of seven buildings (Towers) consisting of residential apartment and commercial apartments and one Multi-level Car Park building (“**MLCP building**”) and one Club House out of FSI of 905.04 sq. mtrs., on the Project Land as per details below:

Real Estate Project	Tower No.	No. of floors	Residential Apartments	Commercial Apartments	Status of the Project under RERA
A	Tower No. 1 (Residential)*	Ground floor + 14 upper floors	139	separate real estate project	Approved
	Tower No. 2 (Residential)*	Ground floor + 14 upper floors	171	separate real estate project	
	Tower No. 6 (Residential)	Ground + 22 upper floors	179	0	
	Future Development	Upto 4 towers having aggregate residential apartments and commercial apartments comprising of Ground + 14 to 22 upper floors	xxx	xxx	Proposed
	MLCP Building ^s	Ground + 9 upper floors	Nil	Nil	upto 722 no. of car parks
	Club House	G+1	Nil	Nil	Nil

All above Real Estate Projects are hereinafter collectively referred to as “**the Project**” and named as “**Happinest Kalyan**”. The terms Project and Happinest Kalyan are used inter-changeably.

*The Ground Floor of these Towers No.1 & 2 will have commercial apartments.

\$ The covered car parking spaces in MLCP Building can be purchased by the allottees of residential and commercial apartments.

H. The development of Tower No. 1, Tower No. 2 and Tower no. 6 for residential apartments in Happinest Kalyan Project A is proposed as a real estate project by the Promoter and has been registered as a ‘real estate project’ (“**the Real Estate Project**”) with the Maharashtra Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 and any amendment thereto (“**RERA Rules**”). The Authority has duly issued the Certificate of Registration No. _____ dated _____ for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as **Annexure “A”** hereto.

I. 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 aforesaid development of Happinest Kalyan. The Allottee has also examined all documents and information, plans 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.

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

- (i) Tower No.1 will consist of Ground floor + 14 upper floors (“**said Tower No.1**”). Tower No.2 will consist of Ground floor + 14 upper floors (“**said Tower No.2**”). Tower No.6 will consist of Ground floor + 22 upper floors (“**said Tower No.6**”). Tower No.1, Tower No. 2 and Tower No.6 are collectively referred to as “**the said Towers**”. The said Towers shall have commercial and residential apartments.

The residential apartments situated in the said Towers is “**the Real Estate Project**” for the purpose of this Agreement. The details of the configuration of the apartments in the Real Estate Project are as under:

Type of Apartment	No. of Apartments		
	Tower No.1	Tower No.2	Tower No.6
1 BHK-A	82	82	Nil
1 BHK-B	55	83	Nil
1 BHK-C	1	3	Nil
1 BHK-D	1	3	Nil
2 BHK-A	Nil	Nil	85
2 BHK-B	Nil	Nil	88
2 BHK-C	Nil	Nil	4
2 BHK-D	Nil	Nil	2
TOTAL	139	171	179

The multipurpose rooms on 13th floor of the Tower No.1, and Tower No.2 adjacent to the Refuge area is not a common area and shall be retained by the Promoter and will be used / leased / sold by the Promoter as it may deem fit. The owners of these multipurpose rooms shall be members of the co-operative housing society or an Association or Condominium or a Limited Company of the allottees of apartments in the Real Estate Project.

- (ii) Total FSI has been sanctioned for consumption in the construction and development of the Real Estate Project as per the details given below:.

Tower	FSI (in sq.mtrs.)
1	5748.03*
2	6655.00*
6	9843.65

*The FSI is inclusive of the commercial apartments, which are not part 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 **Third Schedule** hereunder written (“**Real Estate Project Amenities**”).
- (iv) 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>.

K. The principal and material aspects of the development of the Project as disclosed by the Promoter are briefly stated below-

- (i) The area of the Project is to be developed in a phase-wise manner and would constitute a mix of residential and commercial apartments as may be permissible under applicable laws from time to time.
- (ii) The Allottee has perused a copies of the Layout Plan (“**Layout**”) which specifies the location of the Real Estate Project and new/future/further towers to be built on the Project Land specifying the proposed total FSI proposed to be utilized on the Project “**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 situated.
- (iii) The Promoter has provided the parking spaces as required under the approved plan.
- (iv) The common areas, facilities and amenities in the Happinest Kalyan that may be usable by all the Allottees of the all the residential towers of Happinest Kalyan are listed in the **Fourth Schedule** hereunder written which are proposed. (“**Happinest Kalyan Amenities**”). The Promoter is entitled at its discretion to relocate such amenities as long as all amenities mentioned herein are provided.
- (v) The scheme and scale of development proposed to be carried out by the Promoter on the Project in accordance with applicable law as amended from time to time is disclosed in this Agreement;
- (vi) The Promoter shall be entitled to confer title of particular tower to such Other Associations, as mentioned at Clause 12 below.
- (vii) Trapezium shaped areas abutting the ground floor of Tower no.1 and 4 admeasuring 42 sq.mtrs & 110 sq.mtrs respectively are not common areas and shall be exclusively used by the purchasers of the ground floor commercial apartments adjoining those areas, viz. Shop no 39, 40, 41, 42 & 43 in Tower No. 1 and Shop no 31, 32, 33, 34, 35 36, 37 & 38 in Tower No. 4 (“**Trapezium Areas**”). The Promoter shall install separate

electricity meter(s) for these Trapezium Areas and pay deposits for these electricity meter(s).

(viii) The details of formation of the co-operative housing society or an Association or Condominium or a Limited Company, if required, and conferment of title upon the Apex Body with respect to the Project and all common areas, facilities and amenities, and other spaces and areas on the Project, are mentioned at Clause 13 and 15 below.

(ix) In addition to the handing over of the part of the Larger Land for open space and road widening, the statutory approvals may 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. 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 the local planning authority at Thane 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.

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

(xi) The Promoter is entitled to amend, modify and/or substitute the Proposed future development of the Project as per the details uploaded on the website of the Authority at <https://maharera.mahaonline.gov.in> (**“Proposed Future Development of the Project Land”**), in full or in part, in conformance with the applicable laws from time to time.

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

M. The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the towers 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.

- N. By virtue of the Conveyance, the Promoter is the absolute owner and in possession of the Project and has the sole and exclusive right to sell the Apartments in the said towers to be constructed by the Promoter in the Real Estate Project and to enter into this Agreement with the allottee(s) of the Apartments and to receive sale consideration in respect thereof;
- O. At the request of the Allottee, the Promoter has given inspection to the Allottee, of all the documents of title relating to the Project and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the RERA and the RERA Rules and Regulations made thereunder.
- P. The copies of the following documents related to the said Apartment / Real Estate Project / Happinest Kalyan have been annexed herewith:

Sr. No.	Particulars	Annexure No.
1	RERA Certificate (Awaited)	A
2	Title Report issued by the Advocate of the Promoter (awaited)	B
3	Extracts of Village forms VII and XII of the Project (awaited)	C1 –C2
4	Plans of the Layout as approved by the concerned Local Authority with the said Towers 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 proposed towers and open spaces are proposed to be provided for on the Happinest Kalyan	D2
6	Commencement Certificate bearing no. SROT/BSNA/2501/BP/ Amended/ Ranjoli-05/1772/2019 dated 24 th September 2019 issued by MMRDA	E
7	Floor Plan and specifications of the said Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority	F
8	Approval of Ministry of Environment and Forest (“MOEF”)	G

- Q. The Promoter has obtained some of the approvals from the concerned local authority(s) for the plans, the specifications, elevations, sections of the said towers and shall obtain such approvals as may necessary from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said towers, as the case may be.
- R. 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 towers in a Real Estate Project shall be granted by the concerned local authority.

- S. The Promoter has accordingly commenced construction of the said towers in the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals & permissions as referred hereinabove.
- T. The Allottee has applied to the Promoter for allotment of an Apartment as more particularly mentioned in the Fifth Schedule and the carpet area of the said Apartment is as mentioned in the Fifth Schedule where "**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.
- U. The Parties relying on the aforesaid confirmations, representations and assurances of each other and 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;
- V. Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs _____/- (Rupees _____ only), / Rs _____/- (Rupees _____ only), being part payment of the total consideration defined hereinafter 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 total consideration in the manner hereinafter appearing.
- W. 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.
- X. 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 defined hereinafter.

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

1. The above Recitals A to X 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 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 as more described in the Fifth Schedule (hereinafter referred to as "**the said Apartment**") as shown in the Floor plan thereof hereto annexed as **Annexure 'H'**.
- 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 in case of non-availability of the same, any other available brand closer to the particular brand and quality, or price range (if unbranded) to be provided by the Promoter in the Real Estate Project and the said Apartment are set out in **Annexure 'I'**, annexed hereto.
- 3.3 With the intent of providing benefits to the allottees, the Promoter has tied up with a few service providers and agreed to certain commercial terms

and time periods. These have been arrived at keeping the best interests of the allottees in Happinest Kalyan in mind. In order to enjoy the benefits of these services, the Association of Allottees shall honor the terms and conditions that have been accepted by the Promoter in the agreements executed with the service provider.

- 3.4 For the benefit of the allottees and to provide a cheaper source of power to the common areas, the Promoter is considering investing in a solar photovoltaic power plant which is likely to be installed on the terraces of all the towers in Happinest Kalyan. Given the rapid technological advancement in solar photovoltaic technology and the evolving government incentives, the financial viability of such a project can only be determined closer to completion of the project. Accordingly, if the project is found viable, the Promoter may invest in the solar photovoltaic plant of its own account and supply electricity for the common areas of Happinest Kalyan. The allottee(s) agree that such plant and equipment will remain the property of the Promoter and the Allottee(s) nor the Association will have any claims over the said assets. The Allottee (s) will have no objection to the said solar power plant being installed on the terraces of the buildings and agree to use solar power for common areas from this plant and agree to pay for the operations and maintenance of the plant from the Common Area Maintenance. For sake of clarity, the solar photovoltaic power plant is not a right or entitlement of the Allottee(s) of Happinest Kalyan as same is at the discretion of the Promoter.

4. CONSIDERATION

- 4.1 The Allottee hereby agrees to purchase from the Promoter the said Apartment for the Total Consideration as mentioned in the Fifth Schedule 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 Third **Schedule** written hereunder and Happinest Kalyan Amenities as described in **Fourth Schedule**.
- 4.2 Where a car parking slot has been allotted to the Allottee, the Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee car parking space as mentioned in the Fifth Schedule situated in a separate car park building known as MLCP building being constructed in the Real Estate Project for the consideration as mentioned in the Fifth Schedule.

- 4.3 The total consideration amount for the apartment along with the car parking space is mentioned in Fifth Schedule (“**Total Consideration**”).
- 4.4 (a) The Allottee has paid the booking amount on or before execution of this Agreement which is more particularly mentioned in the Fifth Schedule (hereinafter referred to as the “**Booking Amount**”), the payment and receipt hereof the Promoter doth hereby admit and acknowledge.
- (b) The Allottee hereby agrees to pay to the Promoter the balance amount of the Total Consideration in the manner more particularly described in the Sixth Schedule hereunder.
- 4.5 The aforesaid Total Consideration shall be paid by the Allottee to the Promoter in installments as stipulated above by Cheque / Pay Order/ Demand Draft/NEFT/RTGS issued in favour of “Mahindra Happinest Developers Limited” at **Mumbai** or deposited in its bank account as informed from time to time through the demand letters.
- 4.6 The Total Consideration as mentioned above excludes Goods and Services Tax (“**GST**”) and all other 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 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) and all other indirect and direct taxes, duties, cesses 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 towers 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, 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 including but not limited to interest on delayed payments by the Allottee, 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 The Total Consideration amount for the Apartment shall be subject to TDS at applicable rates. In case the provisions of section 194 IA of the Income Tax Act 1961 are applicable, 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.

4.11 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 as mentioned in the Fifth Schedule (“**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 said towers in the Real Estate Project 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 of essence for the Promoter as well as for the Allottee. The Promoter shall abide by the time schedule for completing the said Apartment and handing over the said Apartment to the Allottee and the common areas, facilities and amenities in the towers of the Real Estate Project to the association of the allottees after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Allottee shall make timely payments of all instalments and other dues payable by him/her and shall comply with the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 4 hereinabove.

6.2 If the Promoter fails to abide by the time schedule for handing over the said Apartment to the Allottee on or before 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 (“**the Interest Rate**”) for every month of delay or part thereof from the Possession Date, on the Total Consideration or part thereof paid by the Allottee. 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 (excluding stamp duty & registration charges and GST) under this Agreement with simple interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon (“**Interest Rate**”) to be computed from the date the Promoter received such amount/part thereof, till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Apartment and/or Happinest Kalyan and the Promoter shall be entitled to deal with and/or dispose of the said Apartment in the manner it deems fit and proper without any reference to the Allottee.

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. The interest so payable by customer to promoter should be subject to extra GST at applicable 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 may, at its own option, terminate this Agreement.

Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee, by courier / Registered Post AD at the address provided by the Allottee or mail at the e-mail address provided by the Allottee, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of 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 the Promoter as mentioned below), within a period of 30 (thirty) days of the termination, the amount of Total Consideration (net of TDS amount, if any) of the said 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 the amount received by the Promoter from the Allottee without any interest and after deducting / adjustment / recovery of agreed liquidated damages/forfeiture amount and / or other amounts as mentioned in clause (a) to (f) below. :

- (a) The forfeiture amount shall be 10% (ten percent) of the Total Consideration as mentioned in the Fifth Schedule. The Allottee hereby agrees and accepts that the aforesaid forfeiture amount of

10% (Ten percent) of the Total Consideration is just and fair pre-estimated liquidated damages agreed between the Promoter and the Allottee, the Allottee shall not object or in any way question the basis on which the said 10%(ten percent) amount has been arrived at and hereby consents to the same irrevocably;

- (b) GST and all other taxes paid or payable on this Agreement up to the date of termination;
- (c) the taxes and outgoings including amounts payable in respect of the common areas, and facilities, if any, due and payable by the Allottee in respect of the said Apartment up to 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; and
- (e) the amount paid by the Allottee to the Promoter towards payment of stamp duty and/or registration charges which has been paid by the Promoter on behalf of the Allottee on this Agreement for Sale.
- (f) the amount of stamp duty and registration charges to be paid on deed of cancellation of the registered Agreement for Sale.

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

6.7 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 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 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) 10% (ten percent) of the Total Consideration as mentioned in the Fifth Schedule 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;
- (d) the amount paid by the Allottee to the Promoter towards payment of stamp duty and/or registration charges which has been paid by the Promoter on behalf of the Allottee on this Agreement for Sale; and
- (e) 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, only 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 as it may deem fit in favour of any other persons / party without any reference to or consent from the Allottee and the Allottee shall have no right to dispute or object to such lease / sale / disposal of the said Apartment and the 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 Happinest Kalyan or seek any relief in the nature of restraining the work relating to the said Apartment or the said Happinest Kalyan 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 Happinest Kalyan.

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 Real Estate Project on the Project

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

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Happinest Kalyan 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 particularly 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, after 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. 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 make payments towards all balance dues towards the Total Consideration and other charges and take possession of the said Apartment within 21 (twenty one) days of the written notice from the Promoter to the Allottee intimating that the said Apartment is ready for use and occupancy.

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. Additionally, the Allottee fails to take possession within 2 (two) months from the notice issued by the Promoter to the Allottee, then the Allottee is liable to pay penalty of Rs. 20,000/- (Rupees Twenty Thousand Only) for each completed month or part thereof.

11. DEFECT LIABILITY

If within a period of 5 (five) years from the date of offer of possession of 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 tower 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 Allottee and/or due to breach of any covenants of the Allottee given in this Agreement. Normal wear and tear will be excepted. 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 along with other allottees 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 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 Real Estate Project or shall form a single Association of the Allottees for all real estate projects in the Happinest Kalyan.

12.7 In case the Promoter decides to form a separate Association of Allottees for each Tower / Real Estate Project, then upon 51% of allottees of apartments in the other towers /real estate projects to be developed on Happinest Kalyan 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 towers / 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 towers / all real estate projects in Happinest Kalyan, then the Promoter shall take all necessary steps to induct the allottee/s of all towers / all real estate projects in Happinest Kalyan 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.

13. FORMATION OF THE APEX BODY

13.1 In case the Promoter, at its discretion, decides to form separate Associations of Allottees for each tower / each real estate project, then in such an event, the Promoter shall, within a period of 3 (three) months of obtaining the Occupation Certificate of the last tower of the last real estate project in the layout of the Project Land and the Happinest Kalyan 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 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 towers / 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 real estate project of the Happinest Kalyan 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 3 (three) months from the date of the receipt of the Occupancy Certificate of the last real estate project of the Happinest Kalyan, 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 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 tower 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 / Happinest Kalyan, 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 / the said Real Estate Project / Happinest Kalyan 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 of the structure of the Real Estate Project is executed in favour of the Association of Allottees as aforesaid. On such conveyance being executed for the structure of 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 pay to the Promoter, amount as mentioned in Fifth Schedule towards provisional monthly contribution for outgoings of the Apartment and the Association of Allottees / Apex Body including but not limited to water meter charges and WiFi charges. 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 money received under clause 16.2 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.

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, 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 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 for the Allottee along with other allottees of apartments in the Real Estate Project and/or on the Project, 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 of the Real Estate Project including the Allottee herein calculated in accordance with clause 25 herein and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto.

17. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (a) The Promoter has clear and marketable title with respect to the Project Land as declared in the title report annexed to this Agreement and has requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Real Estate Project / Happinest Kalyan;
- (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 Happinest Kalyan except those disclosed to the Allottee;
- (e) All approvals, licenses and permits issued by the competent authorities with respect to Happinest Kalyan, 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 Happinest Kalyan, 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 Happinest Kalyan, 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 intended to be 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 Happinest Kalyan and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (i) At the time of execution of the conveyance deed of the structure to the Association of Allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- (j) The Promoter has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Real Estate Project

to the competent Authorities till the Association Conveyance and thereupon shall be proportionately borne and paid by the said Association of Allottees;

- (k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Project Land) has been received or served upon the Promoter in respect of the Project Land and/or the Happinest Kalyan 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 tenable 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 tower 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 tower 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 tower 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 tower in which the said Apartment is situated, including entrances of the said Tower in which the said Apartment is situated and in case any damage is caused to the said Tower 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 tower 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 tower 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 tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the tower 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, Partis 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 tower 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 tower 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 for giving water, electricity or any other service connection to the tower 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 sell or transfer the said Apartment till the occupation certificate for the Real Estate Project is obtained by the Promoter. 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 the Total Consideration is paid by the Allottee to the Promoter under this Agreement, taxes, deposits, cesses, administrative charges and all other amounts are fully paid together with applicable interest thereon at the Interest Rate, if any. However, 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. In case of sale and/or transfer of the said Apartment, the Allottee shall pay a sum of Rs.25,000/- (Rupees Twenty Five Thousand Only) and GST as applicable to the Promoter as and by way of agreed administrative charges for transfer of said Apartment and on payment of such administrative charges and after compliance of other conditions by the Allottee, the Promoter shall issue No Objection Certificate for transfer of the said Apartment to the subsequent allottee.
- (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 towers 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 Tower 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 Tower 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/ Real Estate Project or any part thereof to view and examine the state and condition thereof and to do necessary works thereon.
- (o) Till a conveyance of the Project Land on which the said Tower 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 and examine the state and condition thereof and to do necessary works thereon. The Allottee shall also provide access at reasonable hours to the sales and customer service teams of the Promoter to facilitate sales and handover of unsold apartments and conduct activities for the community.
- (p) Not to use or display or caused to be used or displayed, at any time, the word “Mahindra” or “Mahindra Lifespaces” or “Mahindra Happinest” 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. “Happinest Kalyan (a project by Mahindra Happinest)”. The Allottee / Association of Allottees / Apex Body shall not cause or give consent to cause a change of the project name from ‘Happinest Kalyan’ for a period of at least 15 years from conveyance of the Project Land. The Allottee shall cause the Association of Allottees / Apex Body to maintain in its original form any project signage that the Promoter has installed to identify the tower and the Promoter for the period of at least 15 years from conveyance of the Project Land.

- (q) The Promoter shall be entitled to put hoarding / boards of its brand name, in a form of neon signs, MS letters, vinyl and sun boards on the 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.
- (t) The Allottee is obliged to pay their water charges as determined by the individual water meters as and when those are installed and operational. If the water meters are not put to use for any reason, the water charges shall be proportionately shared and paid by all apartments in ratio of their carpet area.
- (u) The Allottee agrees that the multipurpose rooms on 13th floor of Tower no. 1 to 4, and any other similar rooms in other towers in the Future Development, adjacent to the Refuge area, of the Project is not a common area and shall be retained by the Promoter and will be used / leased / sold by the Promoter as it deems fit.

Adjacent to Tower nos. 1 and 4 on the ground floor there are two trapezium areas each admeasuring 42 sq. Mtrs. and 110 sq.mtrs. are not common areas and shall be exclusively used by the purchasers of the ground floor commercial apartments of the Tower no.1 (Shop no 39, 40, 41, 42 & 43) and Tower no 4 (Shop no 31, 32, 33, 34, 35 36, 37 & 38)

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 Sixth Schedule mentioned hereinbelow 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 or will be available at specified place for e-Registration. 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 shall be forfeited.

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 Happinest Kalyan 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 said Real Estate Project / the said Happinest Kalyan, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all apartments in the said Real Estate Project / the said Happinest Kalyan 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 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 concerned office of the Sub-Registrar.

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

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 above.

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post, failing which, all communications and letters posted

at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

31. JOINT ALLOTTEES

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

32. STAMP DUTY AND REGISTRATION CHARGES

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

33. DISPUTE RESOLUTION

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

34. GOVERNING LAW

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

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

FIRST SCHEDULE

(Description of the Larger Land)

All that pieces and parcels of lands situate at Village Ranjnoli, Taluka Bhiwandi, District Thane and within the limits of Registration Sub District of Sub Registrar of Assurances, Bhiwandi, Thane and bearing the following Survey Nos.:

Sr. No.	Survey No./ Hissa No.	Area (in Ares)	Area (in sq. mtrs.)
1.	S. No. 1 Hissa No. 4	28.0	2,800
2.	S. No. 1 Hissa No. 5	1.0	100
3.	S. No. 1 Hissa No. 6	6.0	600
4.	S. No. 1 Hissa No. 7	19.0	1,900
5.	S. No. 1 Hissa No. 12	12.0	1,200
6.	S. No. 1 Hissa No. 14	27.0	2,700
7.	S. No. 1 Hissa No. 15	32.0	3,200
8.	S. No. 1 Hissa No. 16	7.0	700
9.	S. No. 1 Hissa No. 17	6.0	600
10.	S. No. 1 Hissa No. 18	11.0	1,100
11.	S. No. 1 Hissa No. 21	4.5	450.05
12.	S. No. 1 Hissa No. 22	5.15	515.67
13.	S. No. 1 Hissa No. 23	7.88	788.19
14.	S. No. 54 Hissa No. 6	2.5	250
15.	S. No. 54 Hissa No. 7	9.6	960
16.	S. No. 54 Hissa No. 8	6.6	660
17.	S. No. 54 Hissa No. 10	5.6	560
18.	S. No. 54 Hissa No. 13	8.1	810
19.	S. No. 54 Hissa No. 15B	10.0	1,000
20.	S. No. 54 Hissa No. 17	5.6	560
21.	S. No. 54 Hissa No. 18	4.8	480
22.	S. No. 76 Hissa No. 1	10.8	1,080
23.	S. No. 76 Hissa No. 2	5.0	500
24.	S. No. 77 Hissa No. 4	23.32	2332.81
25.	S. No. 77 Hissa No. 5	19.19	1919.57
26.	S. No. 77 Hissa No. 6	4.5	450
27.	S. No. 77 Hissa No. 7	4.3	430
28.	S. No. 77 Hissa No. 9	2.48	248.55
29.	S. No. 54 Hissa No. 16	0.2	20
30.	S. No. 1 Hissa No. 8B	28.0	2,800
31.	S. No. 1 Hissa No. 10	4.0	400
32.	S. No. 1 Hissa No. 19	3.10	310.83

33.	S. No. 54 Hissa No. 9/1	12.9	1,290
34.	S. No. 54 Hissa No. 9/2	21.0	2,100
35.	S. No. 54 Hissa No. 15A	8.2	820
	TOTAL		36,635.67

SECOND SCHEDULE

(Description of the Project Land)

All that piece and parcel of the contiguous free hold block of non – agricultural land admeasuring 33,626.87 sq. mtrs situate, lying and being at Village Ranjnoli, Taluka Bhiwandi, District Thane and within the limits of Registration Sub District of Sub Registrar of Assurances, Bhiwandi, Thane hereto and are bounded as follows: -

Boundary East :-
Boundary West :-
Boundary North :-
Boundary south :-

THIRD SCHEDULE

(Real Estate Project Amenities)

The project will have two staircases (including fire) in each tower. There will be two passenger lift & 1 fire lift at each tower. Every tower under the project will have a common passage at each floor.

FOURTH SCHEDULE

(Happinest Kalyan Amenities)

Whole project amenities will include: one community center, children’s play area, outdoor play area and landscape gardens.

LIST OF SPECIFICATIONS, FIXTURES AND FITTINGS FOR HAPPINEST KALYAN

Floor Finishes:

Living, dining, bedroom and kitchen	Vitrified Flooring
Bathrooms	Anti-skid ceramic tiles
Passage/ Lift Lobby	Vitrified Flooring

Wall & Ceiling finishes:

WALLS & CEILING	External walls, Shaft entrance verandah:
-----------------	------------------------------------------

	Single coat of acrylic primer, 2 coats of External grade water based acrylic distemper or Equivalent.
	Internal Walls, Living/dining bedroom, corridor:
	Gypsum plaster or equivalent, Single coat Primer, 2 coats of water based acrylic Distemper or equivalent.
	Kitchen:
	Gypsum plaster or equivalent, Single coat Primer, 2 coats of water based acrylic Distemper or equivalent.
	Dado for Bathroom & Toilet:
	Ceramic tiles fixed on Block/plaster/putty/RCC surface- upto false ceiling height in bath. Provision of false ceiling in bathroom & toilet.
	Bathroom & Toilet:
	Cement sand plaster, white wash or equivalent for remaining area.
	Dado for Kitchen:
	Ceramic tiles fixed on plaster/putty/RCC surface -600mm above counter in kitchen. Ceramic tiles provided below kitchen sink.
	Machine room & Meter room:
	White wash

Sanitary and CP Fittings

WC	EWC with Cistern & Health Faucet.
Cistern	Ceramic cistern
Wash basin	Ceramic Wash basin With Fixtures.
Kitchen sink	Stainless steel sink. Provision for water purifier next to kitchen sink.
Bib tap	Mixer for Bathroom/Shower area with flexible shower hose.
	Bib cock for wash basin and kitchen sink.
Water Supply for Washing machine	Provisioned
For plumbing	G.I/uPVC/cPVC pipes in internal plumbing works.

M&E Works

Concealed electrical copper wiring.
TV & Telephone point in living.

Others

RCC structure and walls constructed using Blocks/ Drywalls Panels

Doors & Windows

45mm thick flush door- pre laminated + Concrete/ Wooden door frames for living room.
30mm thick flush door + Concrete/ Wooden door frames for other habitable rooms.
30mm PVC doors for toilet+ Concrete frames/ PVC frames/ Wooden Frames.
Aluminum / uPVC/Hot dipped GI/Open able/ Sliding/ Fixed Windows.

FIFTH SCHEDULE

Sr. No.	Terms and Expressions	Meaning
1.	Said Apartment	Apartment No. on floor in Tower No. __, of the type of carpet area admeasuring sq. meters alongwith enclosed balcony of _____ sq. meters and open balcony of _____ sq. meters for exclusive use of the Allottee
2.	Said Car Parking Space in MLCP Building	_____
3.	Apartment Consideration	Rs. _____ /- (Rupees _____ only)
	Consideration for Car Parking Space in MLCP Building	Rs. _____ /- (Rupees _____ only)
	Total Consideration	Rs. _____ /- (Rupees _____ Only)
4	Booking Amount	Rs. _____ /- (Rupees _____ only)
5	Balance payment of Total Consideration	Rs. _____ /- (Rupees _____ only)
6	Towards provisional monthly contribution for outgoings of the Apartment and the	Rs _____ / Rupees _____ only)

	Association of Allottees including but not limited to water meter charges and Wi-Fi charges for 24 months.	
7	PAN	Allottee's PAN _____
8.	Possession Date	_____

SIXTH SCHEDULE

(Payment Plan)

Sr. No.	Description	% of Total Consideration	Consideration Amount payable excluding GST (in Rs.)	GST (in Rs.)	Total (in Rs.)
1	Booking Amount				
2	Upon registration				
3	On completion of plinth				
4	On completion of Slab _____				
5	On completion of Slab _____				
6	On completion of Slab _____				
7	On completion of internal walls upto Level _____				
8	On completion of internal flooring upto Level Level _____				
9	On offer for possession				
	TOTAL	100%			
	Note: Demands for internal walls and flooring milestones above will be triggered when the milestone is achieved, which could be prior to the structure completion				

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint Allottees)

(1) _____

(2) _____

At _____ on _____

in the presence of:

WITNESSES:

1. Name _____

Signature _____

2. Name _____

Signature _____

Please affix
photograph
and sign across
the
photograph

Please affix
photograph
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

“Promoter”

MAHINDRA HAPPINEST DEVELOPERS LIMITED

Through its Authorized Signatory

WITNESSES:

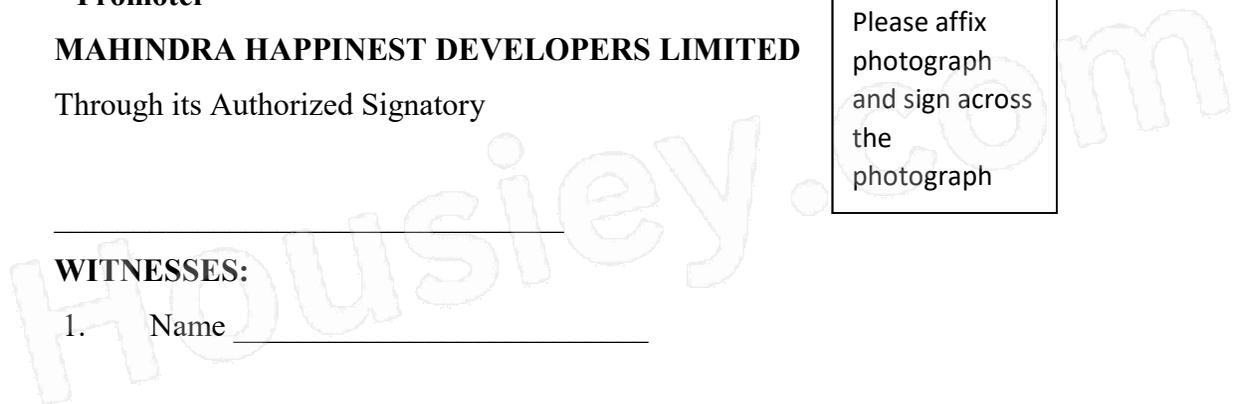
1. Name _____

Signature _____

2. Name _____

Signature _____

Please affix
photograph
and sign across
the
photograph



ANNEXURES-_____

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ANNEXURE - ____

(with all the above variable components)

ANNEXURE – I

(Specification and amenities for the Apartment)

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

Housiey.com

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. In case, 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.
- 9) 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.

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