

FLAT NO 0503 FLOOR NO 005 - B Wing  
GATE NO 1 'L & T' EMERALD ISLE POWER  
WORKS SAKI-VILAY ROAD  
BUILT UP - 1392 Pincode - 400076

*The Promoter endeavours to enter into the agreement for sale with allottees in the form substantially similar to this Proforma Agreement for Sale of Premises, however, the Promoter reserves its right to make suitable modifications/changes, if required, to this Proforma Agreement for Sale.*

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### AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") made at Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

#### BETWEEN

**LARSEN AND TOUBRO LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at L&T House, N.M. Marg, Ballard Estate, Mumbai 400001 and having its Corporate Office at A. M. Naik Tower, L&T Campus, Gate No. 3, Jogeshwari - Vikhroli Link Rd, Powai, Mumbai 400 072, 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 in title and permitted assigns) of the **ONE PART**;

**AND**

[\_\_\_\_\_], \_\_\_\_\_, having its registered office/place of business/ residing at \_\_\_\_\_, hereinafter referred to as the "**Allottee/s**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include in the case of an individual or individuals, his, her or their respective legal heirs, executors and administrators and permitted assigns; in case of a body corporate, its successors and permitted assigns; in case of a partnership firm, the partners for the time being and from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and their permitted assigns; in case of a Hindu undivided family, the Karta and the members/coparceners for the time being and from time to time of the undivided family and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and their permitted assigns; in case of a trust, the trustees for the time being and from time to time of the trust and the survivors or survivors of them and the heirs, executors and administrators of the last survivor of them and their permitted assigns) of the **OTHER PART**.

- A. The Promoter has been in possession of, entitled to and enjoying land admeasuring 2,34,952.18 sq. mtrs. (hereinafter referred as "**the said Larger Land**") as more particularly described in the **FIRST SCHEDULE** hereunder written. Copy of the plan delineating the said Larger Land is annexed hereto and marked as **ANNEXURE "A1 and A2 collectively"**;
- B. The said Larger Land comprises of (i) 1,58,703.91 sq. mtrs. as Industrial plot/IT plot (hereinafter referred as "**the Industrial Land**") and (ii) 76,248.27 sq. mtrs. is the plot converted from industrial to residential (hereinafter referred to as "**the present I to R plot**"). The Promoter is in the process of conversion of further portion of the Industrial Land into I to R, from time to time (hereinafter referred to as "**the future I to R plot**"). The present I to R plot and the future I to R plot is hereinafter collectively referred to as "**the Total I to R Plot**";
- C. The present I to R plot consists of (i) portion of area to be handed over to MCGM as Amenity Open Space ("**AOS**") from time to time; (ii) portion of

area/plot area being developed as school and its facilities ("School Plot"); (iii) portion of area to be setback for road widening; (iv) right of access/way/road between the School Plot and the Entire Project (defined hereinafter) (v) portion of area towards recreation ground/area and other adjoining road (v) the balance area admeasuring approximately 34,800.88 sq. mtrs. is designated for residential development in the present I to R Plot (hereinafter referred as "the said Land");

- D. Out of the said Land admeasuring approximately 34,800.88 sq. mtrs., a portion of land admeasuring 989.96 sq. mtrs shall be considered as the land to be used for constructing the said Project (defined hereinbelow) hereinafter referred as "the Project Land" and is more particularly described in the **SECOND SCHEDULE** hereunder written;
- E. The chain of title of the Promoter to the said Land (as defined hereinbelow) has been annexed hereto and marked as **ANNEXURE "B"** (Chain of Title);
- F. The copy of Certificate of Title issued by the Advocate of the Promoter in respect of the Project Land has been annexed hereto and marked as **ANNEXURE "C"**;
- G. The Promoter is developing the said Land in phases, and is intending to construct on the said Land thereon mixed used development in phases including several residential apartments and retail units on the said Land, alongwith various common amenities and facilities, as may be sanctioned by the concerned authorities, from time to time, in accordance with the building rules and regulations and bye-laws of the MCGM/ State Government/ or any other competent authority and such other laws, rules and regulations as may be in force at present and/or at any time hereafter and also subject to such terms and conditions as may be imposed by the MCGM/ State Government/ or any other competent authority. The entire project comprising of residential and/or commercial/retail/towers/buildings, the common areas and other facilities on the said Land, shall be known as the "**ELIXIR RESERVE PROJECT**" hereunder written ("**the Entire Project**"); A copy of the sanctioned layout for the said Land is annexed hereto and marked as **ANNEXURE "D"**. A copy of the proposed layout (subject to suitable modification from time to time), which also indicate

future development for the said Land, is annexed hereto and marked as **ANNEXURE "E"**;

- H. By and under a commencement certificate ("the said **Commencement Certificate**") issued by the MCGM, the Promoter has been given the permission to commence the construction / development of the said Project. The said Commencement Certificate is annexed hereto and marked as **ANNEXURE "F"**. As per the said Commencement Certificate, the Tower viz. CYGNUS is referred to as T1;
- I. The Promoter shall be entitled and be at liberty to carry out construction/development on the said Larger Land/the said Land, in such manner as the Promoter may deem fit and proper, as per its' sole discretion, provided the Promoter shall not make any change in the location, area and dimensions of the said Premises (defined hereinbelow) agreed to be sold to the Allottee/s;
- J. The approved plan for the Elixir Reserve Project provides for a common layout wherein certain infrastructures, the Common Areas And Facilities And Amenities (defined hereinbelow), podium, gardens and other open areas, pathways/roads, entrance gates, drainage pipes, electricity sub-stations, water connections, sewage treatment plants (STPs), parking, water harvesting, etc., are for common use of development of the Elixir Reserve Project;
- K. The present approved layout provides for a right of access/way/road ("said road") through the said Land, from Saki Vihar Road to the future development on the said Larger Land. The UG tanks and utilities for the Project and for School are/shall be passing under / below the said road;
- L. This Agreement is in connection with developing, constructing, marketing, sales, etc. the towers containing residential apartments and retail units on the said Land, subject to receipt of requisite approvals, in accordance with the plans, height, designs and specifications as approved by the MCGM/concerned local authority, from time to time;
- M. The construction and development of the building containing residential apartments and retail units known as "CYGNUS AT L AND T REALTY ELIXIR RESERVE" ("the said **Building**") on the portion of the Project Land/the Entire

Project, admeasuring 989.96 sq. mt. area of thereabouts more particularly stated in **SECOND SCHEDULE** hereunder written (hereinafter referred to as "the Project Land"), has been registered as the real estate project viz. **CYGNUS AT L AND T REALTY ELIXIR RESERVE** (hereinafter referred to as "the said Project or the Real Estate Project") with the Real Estate Regulatory Authority ("Authority"), under the provisions 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 ("RERA Rules"). The Authority has duly issued the Certificate of Registration for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as **ANNEXURE "G"** hereto;

- N. The Entire Project consists of multiple buildings, and the following building being constructed/developed on portion of the Project Land admeasuring 989.96 sq. mt. area of thereabouts, is referred to as "the said Building";

RERA Project	Podium	Stilt	Basements	Plinth	Upper floors (Upto)
CYGNUS AT L AND T REALTY ELIXIR RESERVE	1	1	3	1	26 Floors

The Promoter has an option to increase the floors/habitable levels of the said Building, containing residential apartments and retail units subject to the approvals from the Authorities (defined hereinbelow), if required;

- O. The Allottee/s has applied to the Promoter for allotment of Premises ("the said Premises") more particularly described in the **THIRD SCHEDULE** hereunder written, being constructed/developed on portion of the Project Land;

**P.** The Promoter has entered into a standard agreement with Architect, registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects. The Promoter reserves the right to change the Architect at the sole discretion of the Promoter;

**Q.** The Promoter has appointed Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the

professional supervision of the Architect and the Structural Engineer, till the completion of the building/s in the Project. The Promoter reserves the right to change the structural Engineer at the sole discretion of the Promoter;

- R. The Promoter has sole and exclusive right to sell the apartments/units in the said Project, constructed/to be constructed by the Promoter on the said Land and to enter into agreement/s with the allottee(s)/s of the apartments and to receive the sale consideration in respect thereof;
- S. The Promoter has given inspection, to the Allottee/s, of all the documents of title relating to the said Land and the plans, designs and specifications prepared by the Promoter's Licensed Surveyor, and Architect, and of such other documents as are specified under the Act and the Rules and Regulations made thereunder;
- T. The Allottee/s has, prior to the date hereof, examined a copy of the Registration Certificate, in detail, through his/her/its Advocate and Planning and Architectural Consultants. The Allottee/s has agreed and consented to the development of the said Project. The Allottee/s has also examined all the documents and information uploaded by the Promoter on the website of the MahaRERA, as required by the Act and the Rules thereunder, and has understood the documents and information, in all respects thereof;
- U. The copies of Property Register Card showing the nature of the title of the Promoter to the said Land, on which the apartments are constructed or are to be constructed, have been annexed hereto and marked as ANNEXURE "H";
- V. The copies of the plans and specifications of the said Premises, agreed to be purchased by the Allottee/s, as sanctioned/approved and/or being sanctioned/approved by the local authority, are annexed hereto and collectively marked as ANNEXURE "I";
- W. The Promoter has obtained some of the approvals from the MCGM/concerned local authority(s) to the plans, specifications, elevations, sections of the building/s and shall obtain the balance approvals, including approval for commencement of construction, from various authorities, from time to time, so as to obtain the building completion certificate or occupancy certificate of the said Project;

- X. The Allottee/s is aware that all the relevant plans, approvals, etc. are uploaded on the RERA website of the said Project. The Promoter has shown to the Allottee/s, all the relevant plans approvals, plans, etc. and the Allottee/s is satisfied with the same;
- Y. The Promoter has accordingly commenced construction of the said Project, in accordance with the approved/sanctioned and/or being approved/sanctioned plans;
- Z. The carpet area of the said Premises is more particularly described in the **THIRD SCHEDULE** hereunder written, and "carpet area" means the carpet area, as defined in RERA;
- AA. Prior to the execution of these presents, the Allottee/s has paid to the Promoter a sum more particularly described in the **FOURTH SCHEDULE** hereunder written, being part payment of the Consideration (defined hereinbelow) of the said Premises, agreed to be sold by the Promoter to the Allottee/s, as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s has agreed to pay, to the Promoter, the balance of the Consideration, in the manner hereinafter appearing;
- BB. As per the Act, the Promoter is required to execute a written Agreement for Sale ("Agreement for Sale" or "this Agreement") of the said Premises, with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908;
- CC. 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/s hereby agrees to purchase the said Premises alongwith ancillary areas (if applicable) and car parking space/s more particularly described in the **THIRD SCHEDULE** hereunder written.
- DD. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;



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

1. **THE RECITALS FORM PART OF THE AGREEMENT:**

All the aforesaid recitals shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

2. **CONSTRUCTION OF REAL ESTATE PROJECT & ENTIRE PROJECT:**

2.1 The Promoter has obtained IOD (Intimation of Disapproval) dated 1<sup>st</sup> March, 2024 bearing no. CHE/ES/2335/S/337(NEW) upto 26 floors for the said Project and obtained the said Commencement Certificate.

2.2 The Promoter shall construct the said Building/Project as mentioned in below table, subject to receipt of ~~balance requisite approvals~~, on portion of the Project Land/the Entire Project admeasuring 989.96 sq. mt. area of thereabouts, in accordance with the plans, height, designs and specifications as approved by the MCGM/concerned authority/ies, from time to time.

RERA Project	Podium	Stilt	Basements	Plinth	Upper floors (Upto)
CYGNUS AT LAND T REALTY ELIXIR RESERVE	1	1	3	1	26 floors

Provided that, the Promoter shall have to obtain prior consent, in writing, of the Allottee/s in respect of variations or modifications which may adversely affect the said Premises of the Allottee/s, except any alteration or addition required by any Government authorities or due to change in law.

2.3 The Entire Project shall be constructed in phase wise manner. The Phase I being constructed on the said Land comprises of (a) several residential towers viz. T2, T3 and T4 which consist of residential apartments, (b) common areas and facilities and amenities which includes club house and swimming pools (hereinafter referred to as

"Common Areas And Facilities And Amenities"), (c) car parkings, (d) retail units, etc. In the next phase the Promoter is intending to construct towers namely T1, T5 and T10 containing residential apartments and retail units. The Promoter may construct the remaining residential/retails towers on the said Land, in further phases, in accordance with the approved plans as may be sanctioned by the concerned authorities, from time to time.

- 2.4 The retail units may / may not be part of the Apex Body (defined hereinbelow). The retail units shall not be allowed to utilise and enjoy the Common Areas And Facilities And Amenities provided to the residential project/s. However, the retail units may be allowed to access, the common road on the present I to R plot provided by the Promoter, by making proportionate payment/ charges towards the utilities/ maintenance of such common road access facilities availed thereof.
- 2.5 The Entire Project may be extended by the Promoter with one or more parcel of future I to R plot, by developing/constructing various residential towers/apartments/commercial premises/retails units in further phases after obtaining the future I to R. All the allottees of the further phases shall also enjoy and utilise the Common Areas And Facilities And Amenities alongwith the allottees/occupants of the Entire Project. The residential towers which may be developed/constructed by the Promoter in the adjoining portion of the Larger Land may or may not be part of Apex Body, and, if the Promoter desires to include such residential towers as part of the Apex Body then the allottees/occupants therein shall also be allowed to enjoy and utilise the Common Areas And Facilities And Amenities alongwith the allottees/occupants of the Entire Project and such occupants/allottees and/or their society therein shall make proportionate payment/ charges towards the Common Areas And Facilities And Amenities availed thereof.
- 2.6 The Promoter shall construct and provide a club house and swimming pool (hereinafter referred to as "Club House"), which shall be common for and used by all the allottee/s occupant/s of residential towers of all the phases of the Entire Project as well as the extended project/s of

future I to R plot. The Promoter has commenced construction of the Club House during the construction /development of Phase I of the Entire Project. The Club House, which will be common for the Entire Project as well as the extended project/s of future I to R plot, may/may not be ready at the time of obtaining occupation certificate of the said Project (defined hereinbelow). In the event the Club House is ready, the Allottee/s is/are aware that the Club House shall be operated in phase wise manner by allowing to be utilised /enjoyed partially by all the allottees of the Project till completion of all the phases of the Entire Project and the extended project/s of future I to R plot. The proportionate cost, outgoings & taxes, and CAM charges towards the partial utilisation of the Club House shall be borne by the Allottee/s alongwith the other allottees of the said Project till formation of the Society, and once the Society is formed, the proportionate cost, outgoings & taxes, and CAM charges shall be borne by the Society on behalf of the Allottee/s and other allottees of the said Project. In the event one or more Society/ies request/s for opening/operating the entire Club House before completion of all the phases of the Entire Project and the extended project/s of future I to R plot, then in such an event, the entire cost, outgoings & taxes, and CAM charges towards the utilisation/ enjoyment of the Club House shall be borne by the respective Societies amongst themselves on pro rata basis without any demur or protest.

### 3. AGREEMENT AND PAYMENT:

- 3.1. The Allottee/s hereby agree/s to purchase from the Promoter, the Promoter hereby agree to sell to the Allottee/s, the said Premises more particularly stated in **THIRD SCHEDULE** (hereinafter referred to as "the said Premises"). The Allottee/s has/have applied to the Promoter for allotment of the said Premises. The said Premises is more particularly described in the **THIRD SCHEDULE** hereunder written and hatched in red colour as shown in the Floor Plan thereof hereto annexed and marked as **ANNEXURE "J"** for the consideration more particularly stated in the **FOURTH SCHEDULE** (hereinafter referred to as "the Consideration") exclusive of GST and other applicable taxes. Along with said Premises, ancillary area (if applicable) more particularly mentioned in the **THIRD SCHEDULE** ("the said Ancillary Area") shown on the Plan at **ANNEXURE "J"** hatched in blue colour has been provided. The

amenities, fixtures, fittings appurtenant to the said Premises are more particularly described in the **FIFTH SCHEDULE** hereunder written ("**Premises Facilities**"). The nature, extent and description of the (a) Common Areas And Facilities And Amenities and (b) The Key Common Areas And Amenities which are more particularly described in the **SIXTH SCHEDULE** hereunder written.

- 3.2. The Allottee/s is further desirous of using car parking space in the Project. Acceding to the aforesaid request of the Allottee/s, and pursuant to the discussions and negotiations between the Allottee/s and the Promoter, the Promoter has agreed to allocate to the Allottee/s without any additional consideration the right to use car parking space(s) more particularly stated in **THIRD SCHEDULE** exclusively for the use of the Allottee/s's own vehicle and/or for parking guests/visitors' vehicle of such Allottee/s and for no other purpose whatsoever, and the exact location and identification of such car parking space/s in the common area of basements/podium/stilt will be finalized by the Promoter only upon completion of the Real Estate Project in all respects ("**the said Car Parking Space**"). The Allottee/s will be bound to abide with the rules and regulations as may be framed in regard to the use of the said Car Parking Space by the Promoter, from time to time. It is clarified that the Promoter has provided a mandated reserved area of car parking for the visitors/guests of the allottees of the Project.
- 3.3. The Allottee/s has/have paid on or before execution of this Agreement, a sum more particularly mentioned in **FOURTH SCHEDULE** (not exceeding 10% of the Consideration) as earnest money or application fee ("**Earnest Amount**") and hereby agree/s to pay to the Promoter the balance amount of the Consideration more particularly mentioned in **FOURTH SCHEDULE** payable by the Allottee/s strictly in the manner and as per the payment instalments mentioned in **FOURTH SCHEDULE** ("**Payment Plan**")
- 3.4. The Allottee/s shall pay the above Consideration into the bank account more particularly stated in **FOURTH SCHEDULE** as agreed between the Promoter and the Allottee/s. Such Consideration towards the said Premises shall be paid in instalments, in accordance with the progress of the construction of the Building and in the manner as set out in the clause 3.3 above as well as **FOURTH SCHEDULE**, time being the essence

of the contract. The Promoter shall issue a notice/demand note to the Allottee/s intimating the Allottee/s about the stage-wise completion of the Building as detailed in clause 3.3 as well as **FOURTH SCHEDULE** (the payment at each stage is individually referred to as "the Instalment" and collectively referred to as "the Instalments"). The payment of the corresponding instalment (as per the Payment Plan) shall be made by the Allottee/s within 15 (fifteen) days of the Promoter making a demand for the payment of the Instalment, time being the essence of the contract. A notice/ intimation forwarded by the Promoter to the Allottee/s that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced or completed.

3.5. It is agreed between the Parties that for the amount which becomes due and payable by Allottee/s on the basis of achieving certain milestones, then irrespective of the proposed date on which such milestone was to be achieved, as per proposed schedule of progress disclosed to Allottee/s, the amount shall become payable by the Allottee/s on the date on which such milestone is actually achieved. The Promoter shall be entitled to construct the Building/Project faster and complete it earlier than what is disclosed as the proposed schedule of progress and in such scenario the Promoter reserves the right to change/ revise the payment instalment schedule and accordingly, the Allottee/s shall be obligated to make the balance payment of the Consideration as per the revised payment schedule.

3.6. The Consideration shall be paid only to the Promoter or its notified bank(s) and all payments shall be made by way of demand drafts/ pay orders/ cheques/ RTGS/ ECS/ NEFT, in the name more particularly stated in **FOURTH SCHEDULE** which is the bank account as agreed by the Promoter (hereinafter referred to as "the Bank Account"). In case of any financing arrangement entered by the Allottee/s with any bank/NBFCs/financial institution with respect to the purchase of the said Premises, the Allottee/s undertakes to direct such bank/NBFCs/financial institution to, and shall ensure that such bank/NBFC/ financial institution does disburse/pay all such amounts due and payable to the Promoter through an account payee cheque/demand draft/pay order/wire transfer drawn in favour of/to the account of the Promoter mentioned hereinabove. Any payments

made in favour of/to any other account other than as mentioned hereinabove shall not be treated as payment towards the said Premises. The Allottee/s shall satisfy the Promoter either through its banker's commitment or in such other manner as shall be determined by the Promoter with regard to the security for the payment of each Instalment of the Consideration. The Promoter shall be entitled to change the account (as set out hereinabove) by giving a written notice to the Allottee/s to this effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and/or the aforesaid financial institution in such new account. Such written notice shall be effective only if it is issued jointly by the Promoter and signed by both of them. If such bank/NBFC/financial institution defaults in disbursing/paying the sanctioned amounts or part thereof and/or reduces the eligibility of the loan as sanctioned or part thereof as payable to the Promoter in the manner detailed in the **FOURTH SCHEDULE** hereunder written, then the Allottee/s agree(s) and undertake(s) to pay such amounts to the Promoter in the manner detailed in the **FOURTH SCHEDULE** hereunder written, otherwise, the same shall be construed as a default on the part of the Allottee/s and the Promoter shall be entitled to exercise the provisions of Clause 23.3 herein below. The Allottee/s further agree(s) and confirm(s) that in the event the Allottee/s enter(s) into any loan/financing arrangement with any bank/NBFC/financial institution, then such bank/NBFC/ financial institution shall make/release the payments, from the sanctioned loan, towards the Consideration directly to the bank account of the Promoter, based on the payment schedule as described herein, upon receiving the demand letter/notice from the Promoter addressed to the Allottee/s and to the bank/NBFC/financial institution.

**3.7.** The Consideration payable in instalments in accordance with Clause 3.3 above as well as **FOURTH SCHEDULE** excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax (GST), and Cess or any other taxes and/or cesses which may be levied, in connection with the development and construction of and carrying out the Project) up to the date of handing over the possession of the said Premises to the Allottee/s, all of which shall be borne and paid by the Allottee/s alone. Any and all taxes, including GST, stamp duty and any tax, levy or imposts etc. arising from sale or transfer of the said Premises

to the Allottee/s or the transaction contemplated herein shall be borne and paid by the Allottee/s alone.

3.8. The Allottee/s shall deduct tax at source ("TDS") from each instalment of the Consideration and any other charges as required under the Income tax Act, 1961 and any applicable law. The Allottee/s shall duly cause the TDS Certificate to be issued in accordance with the Income Tax Act, 1961 within the time stipulated under the Income Tax Act, 1961. In the event of any loss of tax credit to the Promoter due to the Allottee/s's failure to furnish such TDS Certificates from time to time, then, such loss shall be recovered by the Promoter from the Allottee/s. The Allottee/s agrees and undertakes to pay all such taxes, as may be applicable, in present and future, in respect of the said Premises. The Allottee/s hereby indemnify and shall keep indemnified, the Promoter of all claims, expenses, penalty and charges towards GST and/or any other charges/taxes, as may be introduced by the Government and/or the Local Bodies and the Allottee/s shall be solely liable to bear and pay the same, as and when called upon to do so, by the Promoter. The Allottee/s agrees and confirm that in the event of delay/default in making payment of the TDS or any such taxes or amounts under this Agreement as called upon by the Promoter, then without prejudice to any other rights or remedies available with the Promoter under this Agreement, the Promoter shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Allottee/s and the Allottee/s shall forthwith pay the adjusted amount due and payable by the Allottee/s to the Promoter.

3.9. The 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 and the Allottee/s shall pay such proportionate share, as demanded by the Promoter. Further the Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/rule/regulation published/issued in that behalf to

that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

3.10. The Allottee/s hereby confirm that, from the date of entering into this Agreement, it shall be the obligation of the Allottee/s to bear and pay any additional development charges for layout conditions and fulfilment thereof and the same shall be borne and paid by the Allottee/s along with the other Allottee/s in the Project and the Promoter shall not be responsible or liable to pay the same.

3.11. The Promoter may allow, in their sole discretion, a rebate for early payments of equal instalments payable by the Allottee/s by discounting such early payments more particularly stated in the **FOURTH SCHEDULE** for the period by which the respective Instalment has been preponed (rates to be determined by the Promoter in their sole discretion). The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee/s by the Promoter.

3.12. The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3.1 of this Agreement.

3.13. The Allottee/s authorize/s the Promoter to adjust/appropriate all payments made by him/her/it/them under any head(s) of dues against lawful outstanding, if any, in his/her/its/their name/s as the Promoter may in their sole discretion deem fit and the Allottee/s undertake/s not



to object/demand/direct the Promoter to adjust his/her/its/their payments in any manner.

3.14. The Promoter has specifically informed the Allottee/s that in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Allottee/s to the Promoter, then the Allottee/s shall be liable to provide the source of the amount paid by the Allottee/s to the satisfaction of such authorities or agency. The Allottee/s hereby indemnify/ies the Promoter and continue/s to keep the Promoter indemnified against all the expenses, charges and payments arising out of failure of providing satisfactory reply to the statutory or Government or Semi-Government Authority or agency or Revenue Authorities or any other statutory authorities for any amount paid by the Allottee/s either from his/her/its/their own account or made through third party. In the event the Allottee/s is/are not able to satisfy the statutory authorities about the source of the payment made to the Promoter then, the Promoter shall be entitled to withhold the possession of the said Premises or exercise the option to terminate this Agreement.

#### 4. OUTGOINGS:

4.1. On and from the Handover Date (defined hereinbelow), the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Premises) of Outgoings including local taxes, betterment charges or development tax or security deposit for the purpose of providing the provision for water connection, provision for the drainage connection and/or provisions for the electricity connection and any other charges of similar nature or such other levies by the concerned local authority and/or Government and also including charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and maintenance charges, charges and fees payable to any third party/agency engaged by the Promoter as per this clause and all other expenses necessary and/or incidental to the management and maintenance of the said Land/ Elixir Reserve Project and/or the Project (collectively referred to as "the Outgoings"). In determining such

proportionate share of the Allottee/s in the Outgoings the discretion of the Promoter shall be conclusive and binding upon the Allottees/s. Until the Society /association for individual Project and/or Building(s) (hereinafter is referred to as "the Association") is formed and the said structure of the Building (excluding basements and podiums) is conveyed/transferred/assigned/sub-leased to the Association, the Allottee/s shall pay to the Promoter, the Outgoings.

4.2 The Allottee/s shall pay adhoc maintenance charges, as detailed in the **FOURTH SCHEDULE** hereunder, to the Promoter ("Adhoc Maintenance Charges") towards proportionate maintenance charge/expenses of (a) the said Building and (b) Common Areas And Facilities And Amenities from the Handover Date. The Allottee/s agrees and confirms that at the time of the hand over of Society by the Promoter, the balance of Adhoc Maintenance Charges, if any, shall be handed over to the Society/ Association without any interest, subject to deduction of any dues, if any, payable by the Allottees.

Notwithstanding anything contained in Clause 4.2 herein, until the handover of charge to the Society/Association, the Allottees shall continue to pay the monthly maintenance charges to the Promoter and/or its nominee.

4.3 The Allottee/s shall keep deposited with the Promoter an amount as detailed in the **FOURTH SCHEDULE** hereunder, towards "Refundable Deposit". The said Refundable Deposit shall remain with the Promoter and shall not carry any interest. The Allottee/s agrees and confirms that upon conveyance and/or handover to the Apex Body, the said Refundable Deposit shall be handed over to the Apex Body, subject to deduction of any dues, if any, payable by the Allottee/s and/or Society/Association.

Notwithstanding anything contained in Clause 4.3 herein, from the date of handover to the respective Society until conveyance of the said Land/handover to Apex Body, the respective Society/Association shall continue to pay to the Promoter or legal entity, the proportionate monthly maintenance charge/expenses of the Common Areas And Facilities And Amenities.

4.4. The Promoter shall maintain separate account in respect of Adhoc Maintenance Charges and the Refundable Deposit received by the Promoter from the Allottee/s; and shall utilize the amounts only for the purposes for which they have been received.

4.5. The Allottee/s shall, on or before delivery of possession of the said Premises, deposit/pay to the Promoter, certain amount more particularly stated in **FOURTH SCHEDULE** (hereinafter referred to as the said "Other Charges"). At the time of hand over of the Society by the Promoter, the share application amount collected by the Promoter referred in Other Charges, shall be handed over to the Society, without interest.

4.6. The Promoter shall be entitled, at its sole discretion to engage the services of any third-party service provider(s) for the purpose of maintenance and management of the Common Area and Facilities And Amenities, on such terms and conditions as the Promoter may deem fit. The decision of the Promoter in this regard shall be binding on the Allottee/s. The costs, charges, fees and expenses for availing such services from the third-party forming part of the Outgoings shall be payable by the Allottee/s. It is clarified that the Promoter may (at its sole discretion) charge the Outgoings proportionately to the Allottee/s or to the Association or the Apex Body.

4.7. The Allottee shall make payment towards formation and registration of the Apex Body, and all legal costs, charges and expenses including professional costs of the Advocates of the Promoter in connection with preparation of the conveyance/lease deed etc. The Allottee/s agrees that the Promoter shall not be required to give details of these expenses;

## **5. PROPERTY TAXES & NA TAXES:**

Until formation of society/Association, the property tax and NA tax (hereinafter referred to as "Property Tax & NA Tax"), as determined from time to time, shall be borne and paid by the Allottee/s on and from the

Handover Date, separately from any of other consideration / levy / charges, etc. After formation of the society/Association, the Property Tax & NA Tax as determined from time to time, shall be borne and paid by the society/Association. The said amount shall be paid by the Allottee/s or the society/Association (as the case may be) on or before 30<sup>th</sup> April of each financial year in advance, based on the estimate provided by the Promoter/facility management agency for the next financial year, which shall be provided on or before 15<sup>th</sup> April of the relevant financial year. If the Allottee/s or the society/Association fail to make the Property Tax & NA Tax on or before 30<sup>th</sup> April of each financial year, in advance, for the next financial year, the Allottee/s and/or the society/Association shall be liable to pay interest as levied by the concerned Authorities together with late payment charge amounting to 5% (five per cent). The Promoter shall not be responsible for any penalty/delay/action on account of such the Property Tax & NA Tax amount payable to the authority and the same shall entirely be to the account of the Allottee/s and/or the society/Association.

## **6 BUILDING PROTECTION DEPOSIT:**

6.1 The Allottee/s shall pay to the Promoter, the Building Protection Deposit, if applicable as may be determined by the Promoter at the time of possession of the said Premises.

6.2 The Building Protection Deposit shall be returned to the Allottee/s after completion of fit-out/interior work by the Allottee/s, if any, and subject to the possession policy and permissible changes policy of the Promoter.

6.3 The Allottee/s hereto agrees and acknowledges that, in order to claim the return of the said Building Protection Deposit, the Allottee/s shall notify the Promoter about completion of all fit-out or interior works in the said Premises. On receiving this notification, the Promoter's representatives/ nominees shall inspect the said Premises, its immediate vicinity and attached Key Common Areas And Amenities like lift lobbies, etc. for compliance with possession policy and policy on permissible changes. If all changes made by the Allottee/s are in adherence to permissible changes policy then the Building Protection Deposit shall be returned.

6.4. In the event any violations are observed by the Promoter's representatives/ nominees then the same shall be intimated to the Allottee/s and the Allottee/s shall get the same rectified within 15 (fifteen) days from the date of the said intimation at his/her/their/its cost and risk.

6.5. In the event the Allottee/s fails to do the same, then the Promoter shall get the same rectified at cost and risk of the Allottee/s. The Allottee/s shall be solely responsible for all costs incurred in this regard, which shall be recovered from the Building Protection Deposit.

6.6. The Promoter/facility management agency shall be entitled to get the said cheque and deposit the same for recovery of the amount. The Allottee/s shall ensure that sufficient balance is maintained in the account and shall not close the said bank account or issue any instructions for stop payment, etc. The Allottee/s hereto provides unconditional and irrevocable consent to the Promoter to insert date on the cheque, as per its sole discretion and the Allottee/s has no objection to the same and waives all his / her/ its rights to raise any objection in future. Further, in case any excess amounts are to be recovered from the Allottee/s, the Promoter/facility management agency shall raise bills/invoices on the Allottee/s and the Allottee/s undertakes to pay the same within 15 (fifteen) days from the date of such invoice. In case the Allottee/s refrains from paying the additional amount, the same shall be adjusted from the common area maintenance charges duly paid by the Allottee/s and shall be reflected as arrears and shall be claimed from the Allottee/s by the society/Association, at the time same is formed.

## **7 COMPLIANCE OF LAW BY PROMOTER:**

The Promoter hereby agrees to respectively 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 said plans or thereafter and shall, before handing over possession of the said Premises to the Allottee/s, obtain from the concerned local authority Occupancy and/or Completion Certificate in respect of the said Premises /Project.

8 **TIME IS OF THE ESSENCE:**

Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the Project and handing over the said Premises to the Allottee/s and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the Instalments as provided in Clause 3.4 herein above and other dues payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 3.4 herein above.

9 **DISCLOSURES TO THE ALLOTTEE/S:**

The Allottee/s agree(s), declare(s) and confirm(s) that:

The Allottee/s has/have satisfied himself/herself/itself/themselves about the title of the Promoter to the said Larger Land/the said Land and the entitlement of the Promoter to develop the said Larger Land/the said Land.

The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the approvals and permissions issued in respect of the development of the said Land, the said Larger Land.

**COMMON GARDEN & COMMON PERIPHERAL ROAD**

The Promoter may at its sole discretion develop the common garden (Natures Trail) on any portion of the said Larger Land and may also develop common roads on peripheral to the said Larger Land (hereinafter referred to as "the said Natures Trail & Facilities."). The Promoter reserves its rights towards the said Natures Trail & Facilities and the same may be allowed to be used and enjoyed by the Allottee/s, other allottees of the said Project/ commercial premises / School/ occupants of the residential projects alongwith the occupants of the projects, if any, developed/to be developed on the Larger Land and/or adjacent land owned by the Promoter, and each occupants/ allottee/s shall pay the proportionate charges or costs respectively, towards the maintenance of the said Natures Trail & Facilities, without any demur or protest. The Promoter shall always, at its sole

discretion, reserve the right to allow the third party(es) to enter and use of said the Natures Trail & Facilities, and maintenance of the same may be given by the Promoter to third party(ies) including collections of required charges/cost thereto. The ownership of the said Natures Trail & Facilities shall be retained by the Promoter and the Promoter shall at its sole discretion, convey the same to the third party(ies) in part or full, if the Promoter deems fit and proper.

**10 FIXTURES, FITTINGS, AMENITIES AND COMMON AREAS:**

10.1 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided in the said Premises with particular brand, or price range (if unbranded) to be provided by the Promoter in the Building and the said Premises are as set out in the **FIFTH SCHEDULE** hereunder written. In the event of such fittings/amenities of the said specifications are not available in the market, wherefrom other materials are procured, the Promoter may provide fittings/amenities of similar brand or make or as close to the said specifications as the circumstances may permit or their near substitutes.

10.2 The Common Areas And Facilities And Amenities specified in the **SIXTH SCHEDULE** hereunder written shall be made available to the Allottee/s on a non-exclusive basis in a phase wise manner on such terms and conditions as may be applicable. It is clarified that the Allottee/s shall not be entitled to any other amenities other than those provided in the **FIFTH SCHEDULE** hereunder written. In case there are any additional amenities which are not provided for in the **FIFTH SCHEDULE**, the use and allocation thereof shall be at the sole discretion of the Promoter whose decision shall be final and binding. The Promoter shall, post issuance of possession demand letter, take steps to provide access to public utilities including water. However, the Promoter shall not be responsible for water supply and/or delays on the part of utility provider/s. The Promoter shall, however, make alternate arrangements to provide potable water, for initial 3 months from Handover Date or till such time the relevant authority/utility provider does not supply water, whichever is earlier. The location of Common Areas And Facilities And Amenities, if indicated on the Project Layout, is tentative and subject to change with the approval of the authority(ies).

10.3. The Promoter may undertake the development of the subsequent phases and the Allottee/s herein along with the other allottees/purchasers of subsequent phases may jointly be entitled to use, occupy and enjoy the Common Areas And Facilities And Amenities constructed in the Project including such additional amenities and facilities which the Promoter may construct while undertaking the subsequent phases.

**11 FLOOR SPACE INDEX PROMOTER:**

The Promoter hereby declares that the Floor Space Index (FSI) required for said Project is \_\_\_\_\_ sq. mtrs. (Including base FSI already sanctioned) and the Promoter has planned to utilize Floor Space Index of \_\_\_\_\_ sq. mtrs. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Promotion & Regulations (DCPR) for Greater Mumbai or based on expectation of increased FSI, which may be available in future on modification to DCPR, which are applicable to the Elixir Reserve Project. The Promoter has disclosed the Floor Space Index of \_\_\_\_\_ sq. mtrs. as proposed to be utilized by the Promoter on the said Project and the Allottee/s has agreed to purchase the said Premises based on the proposed construction and sale of apartments/ units/ premises to be carried out by the Promoter by utilizing the proposed FSI, and on the understanding that the declared proposed FSI shall belong to the Promoter only.

**12 RIGHTS AND ENTITLEMENTS OF THE PROMOTER:**

12.1. It is expressly agreed that the rights of the Allottee/s under this Agreement are only restricted to the said Premises agreed to be sold by the Promoter to the Allottee/s, and all other apartments/units/ premises shall be the sole property of the Promoter and the Promoter shall be entitled to sell and dispose of the same without any reference or recourse or consent or concurrence from the Allottee/s in any manner whatsoever.

12.2. The Allottee/s hereby grant/s his/her/its/their irrevocable authority, permission and consent to the Promoter that save and except the said Premises, the Promoter shall have the sole and absolute right and authority and shall be entitled to deal with, sell / allot or otherwise dispose of all the other apartments/units/premises and portion or



portions of the Building, including the open spaces, terrace/s, parking spaces, lobby, forming part of the said Land and to permit the same to be utilized for any purpose. The Promoter shall be entitled to obtain change of user thereof at their discretion, so long as no harm, loss, injury or prejudice is caused to the Allottee/s and/or his/her/its/their rights to the said Premises.

12.3 The Allottee/s hereby agree/s and confirm/s that the Promoter shall be entitled to complete the development of the said Land and/or the said Larger Land in a phase wise manner and that the Allottee/s shall not raise any objection or claim with respect to the development of the said Land and/or the said Larger Land. The Allottee/s agree/s and confirm/s that a part of the driveway may not be available for use by the Allottees of the Project, as the Promoter may access the same for carrying out future development on the said Land and/or the said Larger Land and may barricade a part of the driveway for safety purposes. The Allottee/s shall not raise any objection or claim with respect to the development of the said Land and/or the said Larger Land. The Promoter ensure that the driveway provided as per statutory requirement shall not be altered.

12.4 The Promoter shall be entitled to put up appropriate signboards in the said Land/the said Larger Land or any part thereof and to publish advertisements and other literature and notices relating to the development schemes and the construction of the Building and/or sale of the Building and apartments/units/premises in the newspapers and other media.

12.5 The Promoter shall be entitled to construct site offices/sales lounge on the said Land/the said Larger Land and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Land or any portion thereof is conveyed/assigned to the society/Association/Apex Body and shall continue until the said Land and/or entire said Larger Land has been developed.

12.6 The Promoter shall have a first lien and charge in respect of the said Premises till such time that the Allottee/s has/have made full and complete payment of all monies payable under this Agreement. In

case the Allottee/s obtain loan in respect of the said Premises from the bank and/or any financial institution, the bank and/or financial institution shall have a paripassu charge towards the amount released by the bank and/or financial institution and/or towards the balance amount payable by the Allottee/s towards the loan.

12.7 The Promoter may at any time assign or transfer in whole or in part their rights and obligations in respect of the Project as per applicable laws.

12.8 The Allottee/s declare/s that he/she/it/they shall not have any objection to the Promoter creating a mortgage or charge of the Project/Project Land/Building/ the said Larger Land/ the said Land in favour of any bank or financial institution or any other person. Provided that the mortgage shall be cleared by the Promoter at their own expenses and it will not affect the rights or interest of such Allottee/s. For the purpose of availing any loan in respect of the Project, the Promoter shall be entitled to create such security as they may deem fit including creation of a charge over the receivables from the Project.

12.9 In the event of the Promoter having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, etc. payable to any sanctioning authority or other authority or the Government of Maharashtra, then the same shall be reimbursed by the Allottee/s to the Promoter in proportion to the carpet area of the said Premises or otherwise as may be determined by the Promoter and non-payment of the same, shall constitute a breach of this Agreement.

12.10 Post formation of the society/Association, the Promoter shall continue to be entitled to such unsold apartments/units/ premises and to undertake the marketing, sale etc. of such unsold apartments/units/ premises. After the receipt of the Occupancy Certificate, the Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the society/Association for the sale/allotment or transfer of the

13.9 The Promoter have duly paid and shall continue to pay and discharge their respective 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 Project to the competent authorities;

13.10 The Promoter represents and warrants that 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 Project Land) has been received or served upon the Promoter in respect of the Project Land, except those disclosed in the title report and as disclosed to the MahaRERA under the RERA on its website.

It is clarified that all representations and warranties shall be subject to the qualified disclosures made herein.

#### **14 REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S:**

The Allottee/s represent/s and warrant/s to the Promoter that:

14.1 He/she/it/they has/have not been prohibited from entering into this Agreement and/or to undertake the obligations, covenants etc. contained herein;

14.2 He/she/it/they has/have not been convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;

#### **15 OBLIGATIONS OF THE ALLOTTEE/S:**

15.1 The Allottee/s shall use the said Premises or any part thereof only for residential purpose. He/She/It/They shall use the garage or parking space only for purpose of keeping or parking his/her/its/their car or parking the car of his/her/its/their guest/visitor, if any.

15.2 The Allottee/s along with other allottees of apartments/units/premises in the Building shall join in forming and registering the society/Association as mentioned in this Agreement and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the society/Association and for becoming a member, including the bye-laws of the proposed society/Association and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common society/Association of allottees).

15.3 At the time of registration of conveyance of the structure of the Building, the Allottee/s shall pay to the Promoter, the Allottee/s' share of stamp duty and registration charges payable by the said society/Association on such conveyance or any document or instrument of transfer in respect of the structure of the Building. At the time of registration of conveyance of the said Land, the Allottee/s or his/her/its society/Association shall pay to the Promoter, the Allottee/s' share of stamp duty and registration charges payable by the said Apex on such conveyance or any document or instrument of transfer in respect of the said land to be executed in favour of the Apex Body.

15.4 The Allottee/s shall be entitled to avail of a loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution only with the prior written consent of the Promoter. Subject to the Allottee/s complying with its/his/their obligations hereunder, the Promoter shall grant its no-objection, whereby the Promoter shall express its no-objection to the Allottee/s availing of such loan and mortgaging the said Premises with such bank/financial institution, provided however, the Promoter shall not be liable for repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings including interest and cost and provided further that such mortgage created in favour of such bank/financial institution in respect of the said Premises shall not in any manner jeopardize the Promoter's right to receive the Consideration and other charges and to develop the balance of the said Land. Such mortgage created in favour of such bank/financial institution shall be subject to the Promoter's first lien and charge on the

- 13.3 The Promoter represents and warrants that there are no encumbrances upon the Project or the said Land except those disclosed in the title report and as disclosed to the MahaRERA under RERA on its website;
- 13.4 The Promoter represents and warrants that all approvals, licenses and permits issued by the competent authorities with respect to the Project, the said Land and Building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, the said Land and Building shall be obtained by following due process of law. The Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the said Land, Building and common areas;
- 13.5 The Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- 13.6 The Promoter has not entered into any agreements for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Premises which will, in any manner, affect the rights of Allottee/s under this Agreement;
- 13.7 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- 13.8 At the time of execution of the conveyance deed of the structure to the society/Association, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Building (excluding basements and podiums) to the society/Association. It is clarified that those common areas and the Land that are to be handed over to the Apex Body shall be held by the Promoter and shall be handed over to the Apex Body upon its formation in accordance with the timeline mentioned hereunder;

unsold apartments/units/premises in the Building or in the said Land. It is clarified that even after the formation of the Apex Body, the Promoter shall continue to be entitled to such unsold apartments/units/premises and to undertake the marketing, sale etc. of such unsold apartments/units/premises.

12.11 The Promoter reserves the right to use the vehicular access road/pathway and/or part of the access road/pathway on the ground floor/level of the Project/the said Land/the said Larger Land and also the driveway of the parking/non-tower area on the said Land/the said Larger Land / the Development Land, for the entry/exit of construction vehicles/other heavy vehicles, for completing the balance development of the said Land/the said Larger Land /the Development Land and the Allottee/s shall not object, protest, dispute the same and/or cause any obstruction/hindrance for the use of the said access road/driveway by the Promoter, at any point in time.

12.12 It is further agreed that the Promoter shall be entitled to allow their permanent employees, consultants and caretakers to use and occupy such unsold premises/apartments, without any restriction/hindrance from the society/ limited company/Association of Allottees and/or its members/residents.

### **13 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

13.1 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 the 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 Project.

13.2 The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;

said Premises in respect of the unpaid amounts payable by the Allottee/s to the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoter shall issue the said no-objection letter provided that the concerned bank/financial institution agrees to make payment of the Consideration of the said Premises directly to the Promoter as per the schedule of payment of the Consideration amount provided in this Agreement. The Allottee/s agree/s to sign and deliver to the Promoter before taking possession of the said Premises and also thereafter, all writings and papers as may be reasonably necessary and required by the Promoter including possession letter, electric meter transfer forms and other papers, necessary and expedient for formation and registration of the society/Association/Apex Body as mentioned hereinafter. The Allottee/s hereby indemnifies and agrees to keep indemnified the Promoter and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Promoter and its successors and assigns may suffer or incur by reason of any action that any bank/financial institution may initiate on account of the Loan or for the recovery of the Loan or any part thereof or on account of any breach by the Allottee/s of the terms and conditions governing the Loan.

15.5 Irrespective of disputes which may arise between the Promoter and the Allottee/s and/or the said society/Association and/or the Apex Body (as the case may be) all amounts, contributions and deposits including amounts payable by the Allottee/s to the Promoter under this Agreement shall always be paid punctually by the Allottee/s to the Promoter and shall not be withheld by the Allottee/s for any reason whatsoever.

#### **16 COVENANTS OF THE ALLOTTEE/S:**

The Allottee/s for himself/herself/itself/themselves with the intention to bind all persons unto whosevers' hands the said Premises may come, doth hereby covenant with the Promoter as follows:

16.1 The Allottee/s shall not interfere or obstruct in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the unallotted areas

roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the said Land till the same is transferred to the said society/Association/Apex Body and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard till the same is transferred to the said society/Association/Apex Body;

- 16.2 To maintain the said Premises at Allottee/s' own costs in good tenantable repair and condition from the date of possession of the said Premises and shall not do or suffer to be done anything in or to the Project in which the said Premises is situated against the rules, regulations or bye-laws of concerned local authority and/or the said society/Association and/or the Apex Body/Federation (as the case may be) or change/alter or make addition in or to the Project in which the said Premises is situated and the said Premises itself or any part thereof without written consent of the local authorities, if required;
- 16.3 Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages which may damage or are likely to damage the staircase, common passages or any other structures of the Building in which the said Premises is situated, including entrance of the Building in which the said Premises is situated and in case any damage is caused to the Building in which the said Premises is situated on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach;
- 16.4 To carry out at his/her/its/their own costs all internal repairs to the said Premises and maintain the said Premises in the same conditions, set and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the Building or the said Premises which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;



- 16.5 Not to demolish or cause to be demolished the said Premises 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 said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or the said society/Association as the case may be;
- 16.6 Not to encroach upon external and/or internal ducts/void areas attached to the said Premises by constructing permanent and/or temporary work by enclosing and/or using it, the duct area is strictly provided for maintenance of service utilities such as plumbing pipes, cables, etc. (For breach of any of the terms mentioned hereinabove, the Allottee/s shall be solely responsible for all the consequences arising because of the same).
- 16.7 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and/or Project or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- 16.8 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Larger Land /the said Land and the Building in which the said Premises is situated;
- 16.9 Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his/her/its/their share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the Building in which the said Premises is situated;
- 16.10 To bear and pay increase in local tax, water charge and such other levies, if any which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Premises by the Allottee/s other than the purpose for which it is sold;

16.11 The Allottee/s shall not transfer/sell/sub-let/assign or part with the Allottee/s interest or benefit under this Agreement or part with possession of the said Premises, till the payment of the entire Consideration and other dues and amounts, payable in respect of the said Premises to the Promoter and with the written consent of the Promoter. In the event the Allottee/s intends to transfer/sell/sub-let/assign the said Premises after handover of possession of the said Premises but before the formation of the society/Association of the allottees, the Allottee/s shall require the prior written consent of the Promoter and the Allottee/s shall pay, to the Promoter, assignment/facilitation charges (being pre-determined facilitation and processing charges) calculated at 3% (three per cent) of the Consideration of the said Premises, at the on-going sale value or the resale value, whichever is higher, without demur and protest.

16.12 The Allottee/s shall observe and perform all the rules and regulations which the society/Association/Apex 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 Land/Project/Building and the apartments/units/premises therein and for the observance and performance of the Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said society/Association/Apex regarding the occupancy and use of the said Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement. The Allottee/s shall adhere to, comply with and follow the fit out manuals and house rules issued by the Promoter for carrying out interior/internal works. The said fit out manual and house rules will be given to the Allottee/s on handover/possession of the said Premises;

16.13 Till a conveyance of the structure of the building in which the said Premises is situated is executed in favour of the Society, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof. Till a conveyance of the Project Land on which the building in which the said Premises is situated is executed in favour of Apex Body or Federation, the Allottee/s shall

permit the Promoter and their surveyors and agents, 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.

16.14 The Allottee/s shall not be entitled to change the name of the Project and/or the Development. The Allottee/s shall not remove the signage of the Promoter anywhere from the Project/said Land/said Larger Land.

16.15 The Allottee/s has/have confirmed and assured the Promoter prior to entering into this Agreement, that he/she/it/they has/have obtained legal advice and read and understood the RERA as well as MOFA (to the extent applicable) and its implications thereof in relation to the various provisions of this Agreement. The Allottee/s is/are entering into this Agreement for the allotment of the said Premises with the full knowledge of all laws, rules, regulations, notifications applicable to the transaction, the said Larger Land, the said Land and the Building. The Allottee/s hereby undertake/s that he/she/it/they shall comply with and carry out, all the requirements, requisitions, demands and repairs which are required by any Development Authority/Municipal Corporation/Government or any other competent authority in respect of the said Premises at his/her/its/their own cost and keep the Promoter indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

16.16 The Allottee/s are aware that various utilities such as water, electricity, etc. may still be in the process of being installed by the relevant utility service providers when possession is offered to the Allottee/s. The Amenities shall be completed in a phased manner and shall be handed over and ready for use, as and when the same are completed. The Amenities may be completed after possession is offered. Non completion of Amenities shall not be a ground for refusing to take possession. The Allottee/s confirm that they will not have any objection to the same.

16.17 The Allottee/s shall make payment towards formation and registration of the said society/Association/Apex Body and for meeting all legal costs, charges and expenses including professional costs of the Advocates of the Promoter in connection with preparation of the

conveyance etc., it being agreed that the Promoter shall not be required to give details of these expenses;

- 16.18 To park the vehicle(s) including the Allottee's visitors' vehicles, if any, in the allotted/ designated parking lots only as may be prescribed by the Promoter and not at any other place. The Allottee/s shall use the Car Parking Space (allotted parking lots) only for purpose of keeping or parking cars. The Allottee/s agree/s that there shall be no unauthorized usage of allotted car parking space/garage;
- 16.19 The Promoter shall be entitled to inspect all interior works carried out by the Allottee/s. In the event the Promoter find that the nature of interior work being executed by the Allottee/s is/are harmful to the said Premises or to the structure, facade and/or elevation of the Building or any part of the Building then, the Promoter can require the Allottee/s to stop such interior work and the Allottee/s shall stop such interior work at once, without raising any dispute;
- 16.20 The Allottee/s shall ensure that common passages/common areas are not obstructed or damaged during works or thereafter;
- 16.21 If, after the date on which the Allottee/s has/have taken possession of the said Premises, damage, of whatsoever nature (not due to defect in construction envisaged hereinabove), is caused to the said Premises and/or other units/areas in Building or any part of the Building, neither the Promoter nor their contractor(s) will be held responsible for the cost of reinstating or repairing the same and that Allottee/s alone will be responsible for the same and the Allottee/s shall duly indemnify the Promoter in this regard;
- 16.22 It is also understood and agreed by the Allottee/s hereto that any space in front of or adjacent to the terrace apartment known as pocket terrace in the Building, if allotted, alongwith the said Premises shall belong exclusively to the respective allottees of the terrace apartment and such terrace spaces are intended for the exclusive use of the respective allottee;
- 16.23 The amenities/furniture and fixtures displayed in the sample apartment/units/premises are only for display and the Promoter are not required to provide the same to the Allottee/s.
- 16.24 Notwithstanding what is contained herein to the contrary, it is expressly agreed between the parties that the Promoter shall be

entitled to utilize and enjoy, either personally or through any nominee/s, all area or areas forming part of the said Land and/or said Larger Land, as properly as may be available, from time to time, including areas reserved for public utility including recreation, etc., by utilizing the same as the Promoter may deem fit and the Promoter will be entitled inter alia to construct recreation centre, health club, club house, etc., and carry on such other activity or activities, as the Promoter may desire, on professional and/or commercial basis and the ownership of such construction and structures including right to own, manage, run and conduct such area/s or structure/s or with right to transfer or assign benefit thereof and to recover and appropriate consideration received there from including from the day to day business thereof, shall be that of the Promoter alone exclusively and the Allottee/s shall have no right thereto either in his/her individual capacity or through the society/Association. The Allottee/s hereby declare and confirm for the sake of clarity that the ownership of all such area/s and construction by way of recreation centre, health club, library or club house, etc., shall belong to the Promoter alone exclusively and the Allottee/s shall have no right to the same, in any manner whatsoever.

16.25 In the event of any tax liability, levies and any other imposts/impositions that may be levied by the Central/State Government or any local or statutory authorities or bodies in relation to the Agreement for Sale and/or the consideration payable under the said Agreement and/or in respect of the said Premises, then in such an event, the Allottee/s shall, within 7 (seven) days of receipt of a written demand, made to you by the Promoter, pay and/or reimburse such amount of tax/imposts/impositions (as the case may be) to the Promoter, without any delay or demur and the Allottee/s shall indemnify and keep us fully indemnified the Promoter in respect of the non-payment or delayed payments thereof.

16.26 The Allottee/s agree and confirm that the Promoters and their staff, security, servants, agents and authorized personnel will have full right and absolute authority to access and enter upon or remain in the Project, for the purpose of carrying out and completing the development of and construction on the remaining portion of the Project.

- 16.27 The Allottee/s are aware that various utilities such as water, electricity, etc. may still be in the process of being installed by the relevant utility service providers when possession is offered to the Allottees. The Common Areas And Facilities And Amenities shall be completed in a phased manner and shall be handed over and ready for use, as and when the same are completed. The Common Areas And Facilities And Amenities may be completed after possession is offered. Non completion of Common Areas And Facilities And Amenities shall not be a ground for refusing to take possession. The Allottee/s confirm that they will not have any objection to the same.
- 16.28 The Allottee/s have agreed to pay proportionate share in the taxes, ground rent (if any), water taxes, electricity charges, all expenses for maintenance of the said Premises and the Project and all outgoings, whatsoever, as may be determined by the Promoter, until the society/ Association/ Apex Body takes charge and control of management of the Project. The account of such amounts and corpus funds shall be rendered to the society/ Association or Apex Body as the case may be.
- 16.29 The Allottee/s agree and undertake to follow and abide by the rules and regulations that have been made as also those which shall be made hereafter, from time to time, by the Promoter and/or the society/ Association/ Apex Body in charge of maintaining and/or providing common facilities in the Project. The Allottee/s shall maintain proper code of conduct and discipline in the Project and give every possible co-operation to the Promoter and/or any other person or body that may have been appointed by the Promoter, in that behalf, in maintaining cleanliness and good atmosphere in the Project, for the better enjoyment of the common facilities by all the occupants of the Project.
- 16.30 Shall cause the Society to paint the said Building at least once in every 5 (five) years maintaining the original colour scheme even after the conveyance to the Society and the land comprised in the said Land in favour of the Apex Body and shall bear his/her/it's/their respective share of expenses to paint, repair, water proof and refurbish the said Building and to do all other acts and things for the upkeep and

maintenance thereof and to bear and pay the proportionate costs, charges and expenses thereof as the Promoter may determine and to extend all co-operation, assistance and facilities for the same.

16.31 Not to object to the permission granted/to be granted by the Promoter to other flats/apartments/units/premises allottees for the use of their respective appurtenant spaces and the car parking spaces.

16.32 Not to raise any objection and or claims about the unavailability of supply of water from MCGM and shall not raise any objection and/or claims regarding liability to bear and pay for alternate arrangements for water supply through tankers made for his/her/their convenience. The Allottee/s acknowledge(s) that the water connection from the MCGM shall be subject to availability and the rules, regulations and bye laws of the MCGM and agree not hold the Promoter responsible for the same. The Allottee/s is/are aware that alternate arrangements for water supply through tankers will be made for the Allottee/s convenience. Expenses incurred for the same will be charged in the maintenance bill till the MCGM water connection is received.

16.33 Shall accept, follow abide by the Fit-Out Guidelines framed by the Promoter from time to time for maintenance and management of the said Premises and other rules and regulations, the said land, the said Building and the Project and/or the security thereof or of the aesthetics and ambience of the said Building/the Project. It being clearly agreed that in the event the Allottee/s violate(s) the Fit-Out Guidelines and such other rules/regulations made from time to time, the Allottee/s shall be liable to make good and/or compensate for any loss and/or damage whatsoever, caused by the Allottee/s and/or by his employees or agents. Further, the Allottee/s shall ensure that the labourer, contractors appointed by the Allottee/s shall also strictly follow the same.

16.34 Not to do any act, deed, matter or thing during the course of fit-out/furnishing the said Premises resulting in leakage/damage to the said Premises or other flats/units/apartments/premises in the Real Estate Project or its common passages, staircases etc. and shall be

responsible to make good such leakages, damages (if any caused) entirely at his/her/their costs and expenses.

16.35 Not to make any structural/internal masonry/dummy flooring/plumbing changes in any manner whatsoever.

16.36 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land, the Entire Project on the said Land, the said Building and the Project or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

16.37 If any allottees/occupants in the Real Estate Project including the Allottee/s make any internal structural/non-structural changes to any apartments/units/premises in the said Building, the Project including the said Premises, the Promoter shall stand discharged of all its expressed and implied warranties under this Agreement.

16.38 The Allottee/s is/are aware that the said Land and Project, is a single integrated common layout. The Allottee/s is/are further aware that the buildings/towers/structures/areas/spaces comprised in the said Land and the Project, would require to be renovated, repaired, redeveloped, restored and/or reconstructed at some point in the future, especially having regard to the life of buildings/structures/areas and/or events (including force majeure circumstances) that may necessitate any or all of the aforesaid. In light of what is stated hereinabove, the Allottee/s and all his/her/its/their successors/assigns (in any manner howsoever) with intention to become bound by the terms of this Agreement including this Clause, hereby covenant with the Promoter and all their assigns and/or any other persons as may be authorised by the Promoter, that until the conveyance of the land/ handover to the Apex Body, the Promoter, its workmen, staff, employees, representatives and agents and their assigns and/or any other persons as may be authorised by the Promoter, shall always be entitled and authorised (without being obliged) to repair, reconstruct, redevelop, restore and/or renovate in any manner howsoever and whatsoever, without any restriction or interference whatsoever and



the Allottee/s hereby undertakes and covenants to not raise any objection and/or claim in this regard and/or restrict any of the aforesaid. This Clause is the essence of this Agreement.

These covenants shall be binding on the Allottee/s and shall be operative even after the formation of the society/Association/Apex Body.

**17. ANTI-MONEY LAUNDERING:**

The Allottee/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Allottee/s under this Agreement towards the said Premises is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "Anti Money Laundering"). The Allottee/s further declare(s) and authorize(s) the Promoter to give personal information of the Allottee/s to any statutory authority as may be required from time to time. The Allottee/s further affirms that the information/details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Allottee/s further agree(s) and confirm(s) that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Promoter shall, at its sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Allottee/s shall not have any right, title or interest in the said Premises neither have any claim/demand against the Promoter, which the Allottee/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/termination, the monies paid by the Allottee/s shall be refunded by the Promoter to the Allottee/s (in case of joint Allottee/s whose name appears first); in accordance with the terms of this Agreement for Sale only after the Allottee/s furnishing to the Promoter a no-objection/consent letter from the statutory authorities permitting such refund of the amounts to the Allottee/s.

**18 POSSESSION OF THE SAID PREMISES, FORCE MAJEURE:**

The Promoter shall offer possession of the said Premises to the Allottee/s on or before the possession date more particularly stated in **FOURTH SCHEDULE** (the "**Possession Date**"), subject to the Allottee/s being in compliance of all its obligations under this Agreement including timely payments of the installment. If the Promoter fails or neglects to give possession of the said Premises to the Allottee/s on account of reasons beyond its control and that of its agents' control by the aforesaid date and subject to reasonable extension of time, the Promoter shall be liable on demand (in writing by the Allottee/s) to refund to the Allottee/s the amounts already received by it in respect of the said Premises with interest, at the same rate as may be mentioned in the clause 23.1 from the date the Promoter received the sum, till the date the amounts and interest thereon is repaid. Post such refund by the Promoter to the Allottee/s, the Allottee/s agree(s) and acknowledge(s) that the Allottee/s shall not have any right, title interest in the said Apartment and/or the Project and/or the said Land, and the Developers shall be entitled to deal with the same at its sole discretion.

Further, the Promoter shall endeavour to make available the "**Key Common Areas And Amenities**" as defined in **SIXTH SCHEDULE** hereunder in the Project within a period of 1 (one) year from the Possession Date.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of said Premises on the aforesaid date, if the completion of building in which the 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/court.

**19 PROCEDURE FOR TAKING POSSESSION:**

19.1 The Promoter shall send the intimation to offer the possession to the Allottee/s in writing within 7 days or within such other period of receiving Occupancy certificate in respect of the said Premises. The Promoter upon the full and timely payment made by the Allottee/s as per the Agreement, the Promoter shall offer possession of the said Premises to the Allottee/s (the "**Possession Notice**") in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such

intimation/notice ("Handover Date") and the Promoter shall give possession of the said Premises to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree(s) to pay the Outgoings as determined by the Promoter or association of allottees, as the case may be from the Handover date.

19.2 The Allottee/s shall take possession of the said Premises within 15 (Fifteen) days of the written notice from the Promoter to the Allottee/s intimating that the said Premises is/ are ready for use and occupancy.

19.3 From the Handover Date, the Allottee/s shall be liable to pay, from time to time, all Outgoings and charges mentioned in Clause 4 and anywhere else in this Agreement, to the Promoter on such date when the same are due and payable in the hands of the Allottee/s.

19.4 In the event, the Promoter completes the construction of the said Premises and obtain the occupancy certificate/part occupancy certificate, prior to the Possession Date, in such an event, the Allottee/s shall take the possession of the said Premises upon receiving intimation from the Promoter by making the balance payment towards the Consideration, as per the Payment Plan in **FOURTH SCHEDULE** hereunder.

19.5 In the event, the Allottee/s intends to take early possession/charge of the said Premises for carrying out any interior work/fit-out work, then the Allottee/s shall be liable to pay, all Outgoings and charges (including maintenance charges) from the date of handing over the said Premises for interior/fit-out work. Further, in such an event, the Allottee/s shall take inspection of the said Premises before handing over the same for interior/fit-out work, to rectify defects/snags (if any). The Allottee/s shall be allowed to take inspection only once and upon inspection of the said Premises, the Promoter shall rectify defects/snags (if any) reported by the Allottee/s, prior to handing over the said Premises for interior/fit-out work and thereafter, the Promoter shall not be under any obligation to rectify any further work/defects/snags in the said Premises.

**20 FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF THE SAID PREMISES:**

**20.1** Upon receiving a written intimation from the Promoter as per Clause 19.1, hereinabove, the Allottee/s shall within the time stipulated in Clause 19.1 hereinabove, take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Premises to the Allottee/s. In case the Allottee/s fail/s to take possession within the time provided in Clause 19, such Allottee/s shall continue to be liable to pay outgoings and all other charges as applicable with respect to the said Premises, as applicable, and as shall be decided by the Promoter or the society/Association from the Handover Date. Moreover, from the Handover Date, the upkeep, maintenance and internal condition of the said Premises shall be the responsibility and at the cost of the Allottee/s alone. The Promoter shall not be responsible for any wear and tear to the said Premises which may occur after the Handover Date. The Promoter shall not in any manner whatsoever be obligated to look after the upkeep, maintenance, and internal condition of the said Premises on and from the Handover date.

**20.2** It is clarified that though the Promoter are under no obligation to look after the upkeep, maintenance, and internal condition of the said Premises, it may, at its sole discretion, incur expenses for the upkeep and maintenance of the said Premises even after the Handover Date. The Allottee/s shall be liable to pay from the Handover Date to the Promoter, compensation at the rate of INR 40/- per sq. ft. per month plus applicable tax, for the upkeep/cleaning/ maintenance of the said Premises, undertaken by the Promoter, in the event the Allottee/s fails to take the possession of the said Premises in spite of receiving the Possession Notice and several communications from the Promoter in respect thereof, within the period stated by the Promoter and as specified in this Agreement. Such compensation shall be payable in addition to the Outgoings and other charges payable by the Allottee/s. The Allottee/s agree that the said rate of compensation is a genuine and reasonable pre-estimate of the cost/damages incurred by the Promoter in case of the Allottee/s failure to take possession on time.

## 21 DEFECT LIABILITY PERIOD:

21.1: If within the time period as stipulated under the RERA or within a period of 5 (Five) years from the Handover date, whichever is less, the Allottee/s brings to the notice of the Promoter any structural defect (excluding normal wear and tear) in the said Premises or the Building in which the said Premises is situated, then, wherever possible such defects shall be rectified by the Promoter or its contractor at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under RERA. However, the Parties agree and confirm that the decision of the Promoter's architect shall be final in deciding whether there is any actual structural defect in the said Premises/Building or defective material being used or regarding workmanship, quality or provision of service.

21.2: It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s (including the Allottee/s appointing vendors/contractors) and/or any other allottees in the Building or acts of third party(ies) or on account of any force majeure events including on account of any repairs/re-decoration/any other work undertaken by the Allottee/s and/or any other allottees/person in the Building. The Allottee/s is/are aware that any change(s), alteration(s) including breaking of walls and/or failure to adhere to the fit-out manual and house rules may adversely impact the Building and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to all allottees of the said Building to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee/s and/or other allottees of the Building shall have no claim(s) of whatsoever nature against the Promoter in this regard. If any major alterations, additions or changes are carried out by the Allottee/s herein, then in such case the Promoter herein shall be released and discharged from the obligation to rectify or repair the structural defect which may arise out of such internal additions or alterations made by the Allottee/s.

**22. NO LIABILITY OF PROMOTER FOR DEFECTS CAUSED DUE TO REPAIR/ RENOVATION BY ALLOTTEES:**

The Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection or due to any renovation and/or alterations etc. carried out by the Allottee/s and any other allottees/ occupants of the other apartments/units/premises in the Building. The Allottee/s agree/s and covenant/s not to hold the Promoter liable and/or responsible for any such defects arising out of inherent properties of concrete and/or caused due to any renovations and/or alterations etc. carried out by the Allottee/s and any other allottees/ occupants of the Building.

**23. DEFAULT AND CONSEQUENCES THEREOF:**

23.1 If the Promoter fail to abide by the time schedule of Possession Date for handing over the said Premises to the Allottee/s, other than due to the force majeure condition as stipulated in Clause 18, the Promoter agree to pay to the Allottee/s, (upon receipt of a written notice from the Allottee/s who do/does not intend to withdraw from the Project), interest as specified in RERA Rules, on the portion of the Consideration paid by the Allottee/s, for every month of delay, till the handing over of the possession. Provided however that once the Promoter obtains the occupation certificate, the Allottee/s shall not be entitled to withdraw from the Project. Similarly, the Allottee/s agree/s to pay to the Promoter, interest as specified in the RERA Rule, on all the delayed payments which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter.

23.2 The Allottee/s agree/s to pay to the Promoter, Rs. 1,000/- (Rupees One Thousand only) per transaction, as charges towards dishonour of cheque/s issued towards payment of the Consideration, along with the applicable taxes, thereon.

23.3 Without prejudice to the right of Promoter to charge interest in terms of Clause 23.1 hereinabove on the Allottee committing default 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 concerned local authority and other outgoings)

and on the allottee committing three defaults of payment of instalments, the Promoter shall at their own option, may terminate this Agreement.

Provided that, Promoter shall give notice of 15 (Fifteen) days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of his 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/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement.

Provided, further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoter) within a period of 30 (thirty) days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Promoter.

23.4 The Allottee/s agree/s that in the event of termination of this Agreement by the Promoter as provided in this Agreement, and in the event of the said Premises being in the possession of the Allottee/s, then the Promoter shall forthwith be entitled to and have the right to re-enter upon the said Premises and the car parking space and resume possession of the same and the Allottee/s shall thereupon be liable to immediate ejection there from as trespasser.

## 24. SOCIETY/ASSOCIATION AND APEX:

24.1 The Allottee/s along with other allottees of other apartments/units/premises in the Building shall join in forming and registering the society or association or a limited company or condominium to be known by such name as the Promoter may decide (herein referred to as the "society/Association"). The Allottee/s shall from time to time for this purpose of formation of society/Association sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the society/Association and for becoming a member, including the bye-laws of the proposed society/Association and duly fill in, sign and return to

the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common society/Association of the allottees. No objection shall be taken by the Allottee/s, if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, except such change 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.

24.2 The society/Association so formed shall admit all allottees of the Building as members in accordance with its constituent document.

24.3 The Promoter shall submit relevant application for the purpose of formation of a society or an association or a limited company as the case may be of the Allottee/s along with the other allottees of the said Building to the competent authority in accordance with the applicable provisions read with the RERA Act and RERA Rules and regulation made thereunder.

24.4 The Promoter shall be entitled, but not obligated to, join as a member of the society in respect of the unsold apartments/units/premises in the Building.

24.5 If for any reason, prior to the completion of the Building and the disposal of all apartments/units/premises, car parking spaces and other premises therein and the receipt by the Promoter of the Consideration of money receivable by them, a Deed of Conveyance or any other transfer deed is executed in favour of the society/Association, then in that event the Promoter shall continue to have the right to construct and complete the Building and dispose of unsold premises/apartments/units therein and/or to make additional constructions on the said Land and/or to sell and/or otherwise utilize or consume by carrying on construction on the same and for the said purpose utilize the unconsumed F.S.I. and/or the additional FSI which may arise or become available by way of TDR in respect of the same (as permissible under the RERA) and/or avail of any other benefits whatsoever which may arise or become available in respect of the said Land or portion thereof under the existing Development Control Regulations or Building Bye-Laws or Rules or Regulations or under any subsequent regulations or other relevant provisions of law and/or to receive the full consideration money becoming due in any of the events mentioned above.



24.6 The Promoter shall have the right to incorporate and register an apex body (hereinafter referred to as "Apex Body") in respect of the said Land (or part thereof) within a period of three months from the date of (a) receipt of the occupancy certificate of the last building which is to be constructed in the said Land /entire Project/one or more parcel of future I to R plot if extended by the Promoter as part of the Entire Project, or (b) sale of all apartments/units/premises which is to be constructed in the layout of the said Land /entire Project/one or more parcel of future I to R plot if extended by the Promoter as part of the Entire Project (whichever is later). The Promoter shall thereafter, within three months, convey/transfer/convey/assign/sub-lease to the Apex body all the right, title and the interest of the Promoter in the entire undivided or inseparable land underneath all buildings of the said Land /entire Project/one or more parcel of future I to R plot if extended by the Promoter as part of the Entire Project (as the case may be) jointly or otherwise (hereinafter referred to as the "Property to be Transferred to Apex"). It is clarified that all common areas which are part of the Property to be Transferred to the Apex shall (subject to what is stated in SIXTH SCHEDULE hereunder written in respect of Common Area and Facilities And Amenities) be shared by all the allottees and/or members within the said Land. There will be certain common areas which shall also be shared between the allottees within the said Land and the owners of any other structures/buildings. However, the Promoter shall be entitled to (but not obligated to) convey/transfer/assign/sub-lease to the Apex Body, all the right, title and the interest of the Promoter in the entire undivided or inseparable land underneath all buildings (forming part of the Apex) along with structures of basements and podiums constructed in a layout jointly or otherwise on the said Land, within three months from the date of issuance of the occupancy certificate of the last building which is to be constructed in the layout of the said Land/entire Project/one or more parcel of future I to R plot if extended by the Promoter as part of the Entire Project (as the case may be), subject to the Promoter's right to dispose of the remaining apartments/units/premises, if any.

24.7 At the time of registration of the Deed of Conveyance /transfer/ assignment/sub-lease for the said Building (excluding basements and podiums), the Allottee/s shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable by the society/Association on such transfer/assignment of leasehold

rights/sub-lease in respect of the said Building (excluding basements and podiums) in favour of the society/Association by the Promoter. At the time of registration of the conveyance of the Property to be transferred to the Apex in favour of the Apex Body by the Promoter, the Allottee/s or the society/Association shall pay to the Promoter, the Allottees share of stamp duty and registration charges payable by the said Apex Body on such document to be executed in favour of the Apex Body.

24.8 Notwithstanding the foregoing instead of forming Societies and Apex Bodies, the Promoter may, at their sole discretion, submit the Project and/or the development to a condominium as per the provisions of the Maharashtra Apartments Ownership Act, 1970.

**25 PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises 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/s who has taken or agreed to take such Premises.

**26 BINDING EFFECT:**

If the Allottee/s fail/s to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall be entitled (but not obligated) to serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s may be treated as cancelled at the discretion of the Promoter and the Consideration paid by the Allottee/s (excluding the advance amount and any other amount payable by the Allottee/s to the Promoter) shall be returned to the Allottee/s, whose name appears first, without any interest or compensation whatsoever, after forfeiture of the Earnest Amount as per the terms of the Booking Application Form and/or any other amount which may be payable to Promoter as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty and deducting all the expenses incurred by the Promoter. Also, the Allottee/s shall not be entitled to seek/refund of any amount paid towards GST/tax/stamp duty, pass through charges, etc.

**27 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 letter, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises.

**28 STAMP DUTY AND REGISTRATION:**

28.1 The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s. The Allottee/s shall bear and pay all the charges, costs and expenses for and in connection with execution and registration of this Agreement and all other deeds and documents to be registered with the Sub-Registrar of Assurances.

28.2 The Allottee/s shall pay to the Promoter, his/her/its/their share of stamp duty and registration charges, as and when payable in respect of conveyance or any document or instrument of transfer in respect of the Building and the said Land to be executed in favour of the society/Association/Apex Body, as and when demanded by the Promoter.

**29 SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under 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.

**30 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.

**31 PLACE OF EXECUTION:**

The execution of this Agreement shall be completed 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/s, and after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

**32 NOTICES AND JOINT ALLOTTEE/S:**

32.1 All important notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D./Courier and through Email, and all normal/routine communications shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by notified Email ID at their respective addresses more particularly stated in **FOURTH SCHEDULE** specified below:

32.2 It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address and email id, 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/s, as the case may be.

32.3 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 him/her/it/them which shall for all intents and purposes be considered as properly served on all the Joint Allottee/s.

**33 NOMINEE:**

33.1 The Allottee/s hereby nominate/s the person identified in the **FOURTH SCHEDULE** hereunder written ("said Nominee") as his/her/their nominee in respect of the said Premises. On the death of the Allottee/s, the remaining joint Allottee/s, if any, or if no joint Allottee/s, the said Nominee shall assume all the obligations of the Allottee/s under this Agreement and in respect of the said Premises, and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee/s shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee/s.

33.2 The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.

**34 INDEMNITY:**

The Allottee/s hereby indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, suits, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter under this Agreement; (b) any breach and/or default by the Allottee/s in the performance of any and/or all of his/her/its/their obligations under this Agreement; (c) any injury to any property (ies) or persons(s), or death of person(s), or damages to any property(ies) howsoever arising related to the use and/or occupation of the said Premises and directly or indirectly as a result of the negligence, act and/or omission of the Allottee/s or his/her/its/their agents, servants, tenants, guests, invitees and/or any

person or entity under his/her/its/their control; and (d) Allottee/s' non-compliance with any of the restrictions regarding the use and/or occupation of the said Premises.

**35 GOVERNING LAWS:**

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai courts will have the jurisdiction for this Agreement.

**36 DISPUTE RESOLUTION:**

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

**37 GENERAL PROVISIONS:**

37.1 This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between the Parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, social media/SMS/Whatsapp messages, videos, illustrations, provided to the Allottee/s or made available for the Allottee/s' viewing.

37.2 This Agreement shall form the only binding agreement between the Parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the said Premises between the Parties hereto.

37.3 This Agreement may only be amended in writing with the consent of all the Parties hereto.

- 37.4 The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.
- 37.5 Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other allottees in the Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the apartments/units/premises in the Project.
- 37.6 No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.
- 37.7 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent allottees/transferees of the said Premises, in case of a transfer, as the said obligations go along with the said Premises for all intents and purposes.
- 37.8 If there is more than one Allottee/s named in this Agreement, all obligations hereunder of such Allottee/s shall be joint and several.
- 37.9 The Parties hereto agree that they shall execute, acknowledge and deliver to the other, such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 37.10 This Agreement shall always be subject to the provisions of RERA Act and the rules and regulations made thereunder and to the other applicable laws.
- 37.11 The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

37.12 For the purpose of this transaction, the details of the PAN of the Promoter and the Allottee/s are more particularly stated in **FOURTH SCHEDULE** hereunder written.

**IN WITNESS WHEREOF** the Parties hereto have hereunto set and subscribed their respective hands the day and year hereinabove written.



## SCHEDULES

### THE FIRST SCHEDULE: (Description of the said Larger Land)

All that piece or parcel of land or ground bearing City Survey Nos. 86, 86/1, 86/2, 86/3, 87, 87/1, 87/2A, 87/2B, 87/3, 87/4, 87/5, 87/6, 87/7, 87/8, 87/9, 87/10, 87/11, 87/12, 87/13, 87/14, 87/15, 87/16, 87/17, 87/18, 87/19, 112, 115, 116B admeasuring 2,34,952.18 (2,36,919.3 sq.mtrs plot area as per the Property Card) (36,716.2 sq.mtrs in Village Tungwa and 2,00,203.1 sq.mtrs. in Village Paspoli) in Powai Estate, in the registration district and sub-district of Mumbai city and Mumbai Suburban and bounded as under:

- On or towards the NORTH by : MCGM Waterworks Plot
- On or towards the SOUTH by : JVLR
- On or towards the EAST by : Saki Vihar Road
- On or towards WEST by : Milind Nagar (No development Zone)

### THE SECOND SCHEDULE: (Description of the Project Land)

All that piece and parcel of land or ground, lying and being a demarcated part admeasuring 989.96 sq. mtrs. for the project known as "CYGNUS AT LAND T REALTY ELIXIR RESERVE" ("the said Project") on the portion of CTS No. 87 (Pt.) being part of all those parts and parcels of the said Larger Land, more particularly described in the FIRST SCHEDULE in Powai Estate, in the registration district and sub-district of Mumbai city and Mumbai Suburban and bounded as under:

- On or towards NORTH by: 87 (Part) of village Paspoli
- On or towards SOUTH by: 87 (Part) of village Paspoli
- On or towards EAST by: 87(part) of village Paspoli/ Saki vihar road
- On or towards WEST by:87(part) of village Paspoll

**THIRD SCHEDULE: (Description of the said Premises)**

Premises bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mtrs. carpet area i.e. approximately square feet, alongwith ancillary areas admeasuring \_\_\_\_\_sq. mtrs. approximately (Sq. ft.), on «Floor» floor in Tower \_\_\_\_\_ of the Project known as " \_\_\_\_\_", alongwith \*(\_\_\_\_ covered car parking space/s and/or \_\_\_\_\_ tandem car parking at \_\_\_\_\_ level basement / podium bearing No(s) \_\_\_\_\_ admeasuring \_\_\_\_\_sq. mtrs. equivalent to \_\_\_\_\_sq. ft.) (\*subject to statutory approvals).

**FOURTH SCHEDULE**

Sr. No	Terms and Expressions	Meaning/Description
	Consideration	Rs. _____ (Rupees _____ Only)
	Earnest Money	A sum of Rs _____/- (Rupees _____ only) (not exceeding 10% of the Consideration) as earnest money or application fee
	Payment Plan	<p>The Allottee/s has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that the Promoter the balance amount of Rs _____ (Rupees _____) in the following manner :-</p> <p>i. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement</p>

		<p>ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.</p> <p>iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.</p> <p>iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.</p> <p>v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the sanitary fittings, staircases, lift, wells, lobbies upto the floor level of the said Apartment.</p> <p>vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.</p> <p>vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.</p> <p>viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee/s on or after receipt of occupancy certificate or completion certificate.</p>				
	Bank Account	<table border="1" data-bbox="686 1630 1303 1809"> <thead> <tr> <th data-bbox="686 1630 939 1742">Bank Account No.</th> <th data-bbox="939 1630 1303 1742">Tower/Project</th> </tr> </thead> <tbody> <tr> <td data-bbox="686 1742 939 1809"></td> <td data-bbox="939 1742 1303 1809"></td> </tr> </tbody> </table>	Bank Account No.	Tower/Project		
Bank Account No.	Tower/Project					

	Rebate for early payments at the sole discretion of the Promoter	_____% of equal Instalments payable by the Allottee/s.	
Adhoc Maintenance Charges	Refundable Deposit	Adhoc Maintenance Charges towards proportionate cost/expenses for (a) common areas and facilities of the Building and (b) Common Areas and Facilities and Amenities of the Entire Project, from the Handover Date (for initial ____ months @ Rs...../- psf) After ____ months, the Promoter/through its third party agency, shall raise invoices for the above.	Rs...../-
		Adhoc Maintenance Charges towards proportionate cost/expenses for Common Areas and Facilities and Amenities of the Entire Project, from the date of handover to the Society/Association (for ____ months @ Rs...../- psf.	Rs...../-
		Refundable Deposit to be refunded to the to the Apex Body (subject to deduction of dues, if any) upon handover of charge and/or conveyance with the Apex Body	Rs...../-
Possession Date	On or before _____ day of _____ (the "Possession Date")		

	Nominee	<p>The Allottee/s hereby nominate/s the person _____.</p> <p>NAME OF NOMINEE: _____</p> <p>ADDRESS OF NOMINEE: _____</p> <p>RELATIONSHIP OF NOMINEE WITH THE ALLOTTEE/S : _____</p> <p>PAN NO. / ADDHAR CARD NO. OF NOMINEE: _____</p>
	Notices to be served at the respective addresses:	<p><b>ALLOTTEE/S</b></p> <p>Name of Allottee/s :</p> <p>Address :</p> <p>Notified Email ID: _____</p> <p><b>PROMOTER</b></p> <p><b>LARSEN AND TOUBRO LIMITED (Registered Office)</b> Registered Office: L &amp; T House, N.M. Marg, Ballard Estate, Mumbai 400001</p> <p>Correspondence Address: L&amp;T Realty, CRM Office, Ground Floor, A.M. Naik Tower, L&amp;T Campus, Gate No.3, Jogeshwari – Vikhroli Link Road (JVLR), Powai, Mumbai 400072.</p> <p>Notified Email ID: feedback@larsentoubro.com</p>
	PAN Nos.	<p>(i) Promoter's PAN - AAACL0140P</p> <p>(ii) Allottee's PAN -</p>

**FIFTH SCHEDULE: (Description of the Premises Facilities)**

**SIXTH SCHEDULE**

- i. **Description of the COMMON AREAS AND FACILITIES AND AMENITIES**
- ii. **The Key Common Areas and Amenities**

SIGNED AND DELIVERED )  
By the within named PROMOTER, )  
LARSEN AND TOUBRO LIMITED )  
By its authorised signatory )  
\_\_\_\_\_ )  
Authorised under Board resolution )  
Dated \_\_\_\_\_ )  
In the presence of..... )

SIGNED AND DELIVERED BY THE )

Within named ALLOTTEE/S )

\_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_ )

In the presence of ..... )

LIST OF ANNEXURES

<u>SR. NO.</u>	<u>PARTICULARS</u>
1	ANNEXURE "A1 & A2 collectively"- COPY OF THE PLAN DELINEATING THE SAID LARGER LAND
2	ANNEXURE "B"- CHAIN OF TITLE
3	ANNEXURE "C"- COPY OF CERTIFICATE OF TITLE
6	ANNEXURE "D" - A COPY OF THE SANCTIONED LAYOUT FOR THE SAID LAND
7	ANNEXURE "E" - A COPY OF THE PROPOSED LAYOUT INDICATING FUTURE DEVELOPMENT FOR THE SAID LAND

8	ANNEXURE "F" - A COPY OF THE COMMENCEMENT CERTIFICATE OF THE SAID PROJECT.
9	ANNEXURE "G" - COPY OF THE REGISTRATION OF THE PROJECT WITH THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
10	ANNEXURE "H" - COPIES OF THE PROPERTY CARD
11	ANNEXURE "I" - COPIES OF THE PLANS AND SPECIFICATIONS OF THE SAID PREMISES AS SANCTIONED AND APPROVED BY THE LOCAL AUTHORITY
12	ANNEXURE "J" - THE SAID PREMISES HATCHED IN RED COLOR AS SHOWN IN THE FLOOR PLAN AND THE SAID ANCILLARY AREA SHOWN ON THE PLAN HATCHED IN BLUE COLOUR