AGREEMENT FOR SALE

Between

L&T SEAWOODS LIMITED

(The Promoter)

&

[[_____,,]

(The Allottee)

Apartment No. []

[] Floor, Tower []

L AND T SEAWOODS - West Manor (Tower A and B)

While the Promoter shall endeavour to enter into agreements with allottees in the form substantially similar to this Draft Agreement For Sale Of Apartment, the Promoter reserves its right to make suitable modifications/amendments to this Draft Agreement For Sale Of Apartment as the circumstances may require and final AFS will also be uploaded to the RERA.

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AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** ("**Agreement")** made at **_____** on this the **_____** day of **_____;**

BETWEEN

L&T SEAWOODS LIMITED (PAN: AABCL4524C) (formerly known as L&T Seawoods Private Limited), a company incorporated under the provisions of the Companies Act, 1956, bearing CIN: U45203MH2008PLC180029 and having its registered office at L&T House, Narottam Morarjee Marg, Ballard Estate, Mumbai 400 001**,** hereinafter referred to as the "**Promoter**", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**;

AND

Mr. : , PAN: , 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**.

The Promoter and the Allottee/s are hereinafter collectively referred to as the "**Parties**" and individually referred to as a "**Party**".

WHEREAS:

A. The Government of Maharashtra, in exercise of its power under sub sections (1) and (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966, (hereinafter referred to as the **"MRTP Act"**), has declared "City and Industrial Development Corporation of Maharashtra Limited", a public company incorporated under the provisions of the Companies Act, 1956, bearing CIN: U99999MH1970SGC014574 and having its registered office at 2nd Floor, Nirmal Building, Nariman Point, Mumbai 400021, (hereinafter referred to as **"CIDCO"**), as the New Towns Development Authority for the new town of Navi Mumbai;

B. Pursuant to Section 113 (A) of the MRTP Act, the Government of Maharashtra acquired certain lands and such lands vested in CIDCO for development and disposal;

C. Thus, *inter alia,* all that piece and parcel of land bearing Plot No. R-1, admeasuring approximately 1,62,002.83 sq. mtrs., (equivalent to 16.2 hectares), lying being and situate at Sector 40, Nerul Node, Seawoods Darave Railway Station, Navi Mumbai 400 706, in the Registration District and Sub District of Village Nerul, Taluka Nerul, District Thane, Navi Mumbai, Maharashtra, (hereinafter referred to as the **"Larger Land"** and more particularly described in the **First Schedule** hereunder written, vested in CIDCO;

D. With an objective to leverage the commercial potential of the Larger Land, CIDCO proposed to develop an integrated complex and a modern Seawoods Darave Railway Station. Accordingly, CIDCO carried out a competitive bidding process for the said proposed development and received proposals from eligible bidders, including Larsen and Toubro Limited, a public company incorporated under the provisions of the Companies Act, 1913, bearing CIN: L99999MH1946PLC004768 and having its registered office at L&T House, Narottam Morarjee Marg, Ballard Estate, Mumbai 400 001, (hereinafter referred to as **"L&T"**);

E. After evaluating the proposals received from various eligible bidders, CIDCO accepted the proposal submitted by L&T and accordingly issued a Letter of Allotment bearing Ref. No. CIDCO/GM(IT&SP)/2008/534 dated 19 March 2008, to L&T, which Letter of Allotment was acknowledged by L&T by its letter dated 29 March 2008;

F. By and under a Development Agreement dated 21 April 2008, duly registered with the Sub Registrar of Assurances at Thane under Serial No. TNN-9/1296 of 2008 (hereinafter referred to as the **"Said Development Agreement"**), executed between CIDCO, (referred to as the 'Corporation' therein), and L&T (referred to as the 'Developer' therein), CIDCO granted developmental rights to L&T, in respect of the Larger Land, *inter alia*, for the purpose of (i) development, construction and handover of the Seawoods Darave Railway Station, to be developed and constructed on notionally demarcated portion of the Larger Land, along with certain railway facilities (which railway facilities are on the said portion and areas adjacent thereto), and (ii) development/construction of an integrated complex, for the benefit of L&T and/or its nominees and assignees; on the terms and conditions recorded under the Said Development Agreement;

G. To implement the development / construction of the Larger Land through a special purpose vehicle, L&T requested CIDCO for its prior approval/permission for implementing the development / construction of the Larger Land, through its wholly owned special purpose vehicle viz. the Promoter herein, which permission was granted by CIDCO;

H. Consequently, and pursuant to the Said Development Agreement and after obtaining the relevant approvals and permissions from the competent authorities, the Promoter duly developed and constructed an integrated complex (commercial) comprising of **(i)** '**shopping mall I**', **(ii)** '**tower I**', **(iii)** '**tower II**', and **(iv)** '**railway facilities**', on a portion of the Larger Land. Further, as per the Said

Development Agreement, the Promoter duly developed the Shopping Mall II on the air space above the Railway Station & certain facilities. The shopping mall I, tower I, tower II, railway facilities and the Shopping Mall II are hereinafter referred to as the "**Integrated Commercial Complex**";

I. A plan showing the Larger Land is annexed hereto and marked as "**Annexure A-1".** The footprint of the Integrated Commercial Complex is shown and demarcated in Blue colour hatched lines on the plan annexed hereto and marked as "**Annexure A-2";**

J. The Promoter obtained the Part Occupancy Certificate dated 12 September 2016, bearing Ref No. 6004/2016, issued by the Navi Mumbai Municipal Corporation (NMMC), in respect of the Integrated Commercial Complex already developed (i.e. excluding Shopping Mall II) and further obtained the Part Occupancy Certificate dated 21 September 2019, bearing Ref No. 3672/2019, issued by the Navi Mumbai Municipal Corporation (NMMC) for Shopping Mall II;

K. The Integrated Commercial Complex is named/known as **"SEAWOODS GRAND CENTRAL"**;

L. The Promoter proposed to develop and construct a residential/commercial project/complex on a portion of the Larger Land. In respect of the proposed residential development, the Promoter has made requisite applications to CIDCO towards change of user from Commercial to Commercial + Residential. Pursuant to the said applications made by the Promoter to CIDCO, CIDCO has, by and under its letter dated 21 September 2017 bearing Ref. No. CIDCO/MTS-I/EO(HQ)/2017/1594, granted it's no objection (NOC) to the Promoter for the purpose of change of user, in respect of the Larger Land, from Commercial to "**Commercial + Residential**" use, on the terms and conditions mentioned in the said letter dated 21 September 2017;

M. Pursuant to the NOC granted by CIDCO as referred to in Recital L hereinabove, CIDCO has, by and under its letter dated 03 October 2017 bearing Ref. No. CIDCO/M(TS-I)/EO-IV/2017/209 addressed to the Additional Director of Town Planning, NMMC and a copy (CC) whereof was issued to the Promoter, notified/informed the said Additional Director of Town Planning, NMMC, it's no objection to the Promoter for the purpose of change of user, in respect of the Larger Land, from Commercial to "Commercial + Residential" use;

N. CIDCO has recognised the development of the Larger Land as a public private partnership;

O. By a Lease Deed dated 28th March 2019 executed by and between CIDCO as the Lessor and the Promoter herein as the Lessee (which Lease Deed has been duly registered with the office of the Joint Sub-Registrar of Assurances at Thane -8 on 28th March 2019, under Serial Number 3403 of 2019 and is hereinafter referred to as the "**Lease Deed**") CIDCO has leased the Larger Land together with buildings and erections now or at any time hereinafter standing and being thereon (excluding land underlying the railway facilities and the railway corridor (the "**Railway Facilities Land**") to the Promoter for the duration and on the terms and conditions therein appearing. Hereinafter references to the Larger Land (as set out in the annexure to Lease deed) shall mean the Larger Land

excluding the Railway Facilities Land. As per the said Development Agreement, the FSI arising from the Railway Facilities Land is available to the Promoter for the development of the Larger Land;

P. By a Declaration dated 27th November 2019 duly registered with office of the Joint Sub-Registrar of Assurances at Thane on 27th November 2019 under Serial Number TNN-9/15513 of 2019 (hereinafter referred to as "**the Declaration**"), the Promotor herein submitted the Integrated Commercial Complex to a condominium under the provisions of the Maharashtra Apartment Ownership Act, 1970 in the manner and on the terms recorded therein, which condominium is known as the "**Seawoods Grand Central Condominium**";

Q. The Promoter represents that the Larger Land is free from any claim or encumbrance or charge or mortgage, save and except what is stated in this Agreement;

R. This Agreement shall always be subject to the provisions of the Said Development Agreement, the Lease Deed and the Declaration, and shall be subject to various terms and conditions (including the reversionary rights of the lessor) stipulated therein and the Allotee/s accept and acknowledge the same;

S. The Promoter is vested with the rights to develop the Larger Land in the manner stated in the Said Development Agreement. Further as per the Said Development Agreement, the Promoter also has the right to sell the apartments/ units in the building/s proposed to be constructed on the Larger Land, in accordance with the terms and conditions of sanctions and approvals obtained / being obtained in relation to the same;

T. The Promoter is in possession of the Larger Land, save and except what is stated in this Agreement;

U. The Promoter has proposed to develop and construct on a portion of the Larger Land, a residential/commercial complex, in 3 (Three) Clusters i.e. Cluster C, Cluster D, and Cluster G and in the manner recorded hereunder:

(i) **Cluster C:** On a portion of the Larger Land delineated in Black colour boundary line on the Plan annexed hereto and marked as **"Annexure A-2"** (hereinafter referred to as the "**Cluster C Area**");

(ii) **Cluster D:** On a portion of the Larger Land delineated in Green colour boundary line on the Plan annexed hereto and marked as **"Annexure A-2"** (hereinafter referred to as "**Cluster D Area**");

(iii) **Cluster G:** On a portion of the Larger Land delineated in Brown colour boundary line on the Plan annexed hereto and marked as **"Annexure A -2"** (hereinafter referred to as "**Cluster G Area**");

(The proposed development/construction in these clusters as aforesaid shall hereinafter collectively be referred to as the "**New Development**");

V. The Promoter is undertaking the New Development in a phase-wise manner;

W. The Promoter has commenced construction of First phase of New Development i.e. **L&T Seawoods Residences Phase I** registered under RERA**,** and has entered into the agreement for sale with various allottee(s), who have booked the apartments in the said L&T Seawoods Residences Phase I, as per the terms and conditions mentioned in the said agreement for sale. The Promoter obtained the Part Occupancy Certificate dated 13th April 2023, bearing Ref No. 17206/2023, issued by the Navi Mumbai Municipal Corporation (NMMC), in respect Tower D7 & D8 and club house of part of **L&T Seawoods Residences Phase I.** The Promoter has further obtained the Full Occupancy Certificate dated 19th June 2023, bearing Ref No. NMMCC/FO/2023/APL/00012 , issued by the Navi Mumbai Municipal Corporation (NMMC), in respect **Phase I Residential Buildings** no. D4, D5 & D6 part of **L&T Seawoods Residences Phase I**. The copy of Part Occupancy Certificate dated 19th June 2023 is annexed hereto and marked as "**Annexure [_]"**; The Promoter has further obtained the Full Occupancy Certificate dated 04/02/2024, bearing Ref No. NMMCC/FO/2024/APL/00049, issued by the Navi Mumbai Municipal Corporation (NMMC), in respect North Tower **Residential Buildings** no. D1, D2, & D3 of **L&T Seawoods Residences – NORTH TOWER** . The copy of Part Occupancy Certificate dated 04/02/2024____ is annexed hereto and marked as "**Annexure [_]"**;

X. The Promoter has further commenced construction of Second phase of New Development i.e. **L&T Seawoods Residences-West Square and** registered 4 new Project under **L&T Seawoods Residences-West Square** under RERA**,** and has entered into the agreement for sale with various allottee(s), who have booked the apartments in the said L&T Seawoods Residences – North Tower, as per the terms and conditions mentioned in the said agreement for sale;

Y. The next phase of the New Development shall comprise of construction / development of ___ (___) building i.e. C___, (hereinafter referred to as the "**L&T Seawoods- _____ " or "Real Estate Project" or "Building**") proposed to be developed/constructed on a portion of the Cluster C Area, which portion is admeasuring approximately _____square metres. L&T Seawoods- _____ will comprise of residential apartments, in accordance with the terms and conditions of the sanctions and approvals obtained/to be obtained from the Authorities (defined hereinafter);

Z. The authenticated copy of the plan of approved layout which includes the layout of the Real Estate Project as proposed by the Promoter and according to which the construction / development is proposed, is annexed hereto and marked as "**Annexure B"**. The footprint plan the Real Estate Project proposed to be developed/constructed on a portion of the Cluster C Area, which portion is admeasuring approximately _____ square metres is annexed hereto and marked as "**Annexure B-1".** The proposed open spaces to be provided by the Promotor on the Cluster C area, which also includes Amenities and common areas which will be available to all the allottees of the

Cluster C, including Allottee/s herein on a non-exclusive basis to be shared with other allottee/s of the Real Estate Project and/or proposed other buildings/projects at Cluster C are specified in the **Second Schedule** hereunder written. The Real Estate Project, is part of the Cluster C development, under the heading _____. Other than the Real Estate Project, the Promotor has also launched other project(s) and reserves right to launch additional new project(s) within Cluster C any time in future;

AA. The construction / development of the Real Estate Project has been registered as a '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 No. _____ for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as "**Annexure C"** hereto;

BB. The principal and material aspects of the construction/development of the Real Estate Project are briefly stated below:

(i) The Real Estate Project is known as '**L&T Seawoods-_____**;

(ii) The Real Estate Project shall comprise of residential apartments only, which consists of _____ basements, lower ground, podium and up to ____ floors/ ___ residential levels, with an option to the Promoters to increase the floors/residential levels beyond to ____ floors/ ___ residential levels, subject to the approvals from the Authorities (defined herein), if required;

(iii) The basements, lower ground (with independent access) and the landscape podium shall be common and connected within all buildings/ other projects of Cluster C;

(iv) The Promoter proposes to consume Floor Space Index of approximately ____ Sq. mtr as per existing approval for ___ floors /___ residential Level and proposed FSI to be utilised for above ____ floors / ___ residential level is _____ Sq. mtr for the development/construction of the Real Estate Project, subject to the approvals, if any, from the Authorities (defined hereinafter). The total tentative FSI for the Real Estate Project is _____ sq. mtr. The final FSI granted to the Real Estate Project shall be as per the Occupancy Certificate by NMMC. The remaining available Floor Space Index and all further Floor Space Index that may become available from time to time, shall be used by the Promoter on the Larger Land;

(v) The Real Estate Project shall have facilities (including club house & swimming pool), amenities and services and common areas (hereinafter collectively referred to as "**Amenities" or "Common Areas And Facilities And Amenities**"), that may be used by the Allottee/s on a non-exclusive basis along with other allottee/s of the of the Cluster

C in the manner and on such terms and conditions as may be applicable as provided under Clause 8 of this Agreement and specified in the **Second Schedule** hereunder written;

CC. The Promoter has disclosed to the Allottee/s and the Allottee/s is/ are fully aware and agree and confirm that:

(i) No lease has been granted over the Railway Facilities Land to the Promoter, and the Railway Facilities Land and the railway facilities shall always be owned and held by CIDCO/Railway Authorities. All references in this Agreement in respect of the assignment of leasehold rights/sub-leases of the Larger Land in favour of the Apex Body (defined hereinbelow) of societies residential buildings in the Larger Land and/or Condominium apartment owners, shall always exclude the Railway Facilities Land and the railway facilities. Apex Body of society shall always be subject to various condition and /or stipulation including but not limited to railway concourses and other railway facilities within Larger Land. The Allottee/s irrevocably accept the above and shall not object to, dispute, interfere with, intermeddle with or challenge the same at any time hereafter in any manner whatsoever;

(ii) The Allottee/s shall not be entitled to raise any claim, demand or dispute on the ground of any nuisance or inconvenience due to the Railway Facilities Land and the railway facilities or use by the Railway Authorities/common public or any future additions, alterations, changes, modifications or development thereof by the Railway Authorities or persons claiming on their behalf including re-alignment of any concourse or entry or exit to the Railway Facilities Land and the railway facilities or location of areas comprising of the Railways Facilities or security staff or location of ticket windows or booking windows or otherwise howsoever in any manner whatsoever;

(iii) The Allottee/s is/are fully aware, agree and confirm that at all times his/her/their entry and exit from the Real Estate Project shall be distinct and separate from that of the railway facilities. However, the same will subject to change, modification, relocation or realignment as may be required by the Promoter or the Planning Authorities or Railways Authorities etc. from time to time, and this Agreement will be subject to the said rights, and the Allottee/s shall not be entitled to raise any grievance or have any claim either against the Promoter on that account in any manner whatsoever;

DD. The Allottee/s is/are desirous of purchasing residential apartment and has/have approached the Promoter and requested to allot to him/her/them an apartment in the Real Estate Project and the Promoter hereby agrees to allottee and sell to the Allottee/s the apartment (hereinafter referred to as "**the Said Apartment**") and more particularly, including the carpet area, described in the **Third Schedule** hereunder written and delineated / hatched in red colour on the floor plan hereto

annexed and marked as "**Annexure D-1"**) being constructed in the Real Estate Project at Cluster C of the New Development. The "carpet area" means the carpet area as defined in RERA/RERA Rules;

EE. The New Development is an dynamic development subject to receipt of various sanctions, permissions, authorities and approvals from the concerned Planning, Revenue and Statutory Authority or Authorities, Local, State and Central Government (collectively referred to as "**the Authorities**"), will be time taking/consuming and will be completed over long period of time, and Allottee/s do hereby confirm and covenant that he/she/they shall not object to, dispute or challenge such development on the above grounds and/or of either pollution, nuisance, annoyance or interference with enjoyment of the Said Apartment by the Allottee/s or on any other ground in any manner whatsoever;

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

GG. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the Real Estate Project. The Promoter reserves the right to change the structural Engineer at the sole discretion of the Promoter. The Promoter accepts the professional supervision of the Architect and the structural Engineer (or any suitable replacements/substitutes thereof) till the completion of the Real Estate Project;

HH. By virtue of the Said Development Agreement and the Lease Deed, the Promoter has sole and exclusive right to sell the apartments/units, inter-alia, in the Real Estate Project to be constructed by the Promoter and to enter into agreement/s with the allottee(s)/s of the apartments/ units to receive the sale consideration in respect thereof;

II. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Larger Land and the plans, approvals, designs and specifications prepared by the Promoter's Architect in respect of the Real Estate Project and of such other documents as are specified under the RERA and the RERA Rules and the Regulations made thereunder. All the relevant/required documents referred herein are also uploaded on the RERA page of the Real Estate Project;

JJ. The authenticated copy of Report of Title issued by the Advocates of the Promoter in respect of the Larger Land and the Real Estate Project is annexed hereto and marked as "**Annexure E"** hereto and the Allottee/s has/have accepted the said Report of Title of Advocates of the Promoter as final, binding and conclusive and has/have agreed not to raise any requisitions or objection in respect of Title to the Larger Land at any time hereinafter in any manner whatsoever;

KK. The authenticated copy of the plan of the basic Layout of the Real Estate Project as proposed by the Promoter and according to which the construction/ development of the Real Estate Project are proposed to be developed and constructed on a portion of Cluster C Area are annexed hereto and

marked as "**Annexure B".** The proposed Common Areas And Facilities And Amenities, which shall be available to all the allottees of the Cluster C, including Allottee/s herein on a non-exclusive basis to be shared with other allottee/s of the Real Estate Project and/ or proposed new building/phases/new projects within Cluster C are specified in the **Second Schedule** hereunder written;

LL. The plans of the proposed layout of the remaining portion of the Larger Land, though approved by NMMC, are tentative and subject to change by the Promoter. The Promoter shall from time to time be entitled to make changes to this layout and the plans, including changes to the nature and type of buildings, layout of the buildings, layout of Common Areas And Facilities And Amenities, connecting the basement of the Real Estate Project with any other or all the proposed building /project of Cluster C or any other project of the Larger Land, height of the Real Estate Project and /or any proposed building/new project(s) at Cluster C etc.;

MM. The authenticated copy of the plans of the Said Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority are annexed and marked as "**Annexure D"**;

NN. The Promoter has received some of the approvals from the concerned local authority(ies) to the plans, elevations, sections, etc. in respect the Real Estate Project and shall obtain the balance approvals from various authorities from time to time. The Allottee/s is aware that all the relevant plans, approvals, etc. are uploaded on RERA website of the Real Estate Project. In addition, the Promoter has shown to the Allottee(s), all the relevant plans approvals, plans, etc. and the Allottee/s has satisfied with the same;

OO. While sanctioning the said plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupancy Certificate and/or Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority;

PP. By and under an amended Commencement Certificate dated _____ bearing No. _____issued by the NMMC, the Promoter has been given the permission to commence the construction / development of the Real Estate Project. The said amended Commencement Certificate is annexed hereto and marked as "**Annexure F".** Promoter has applied for further amended Commencement Certificate for Larger Land and/or any part of the Larger Land and reserves right to apply for amended Commencement Certificate Larger Land and/or any part of the Larger Land any time in future;

QQ. The Promoter has commenced the construction/ development of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove;

RR. Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the Said Apartment, made enquiries thereon and is/are satisfied with respect to, (i) the title of the Promoter to develop of the Real Estate Project, and such title being clear and marketable; (ii) the approvals and permissions (including Commencement Certificate) obtained till date; (iii) the Promoter's entitlement to develop the New Development; and (iv) the Promoter's entitlement to construct the Real Estate Project as mentioned in this Agreement as per the applicable law and sell the residential apartments. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction;

SS. 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;

TT. The Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase and acquire from the Promoter, the Said Apartment at or for a total consideration as mentioned in Fourth Schedule (hereinafter referred to as the "**Consideration**") and upon the terms and conditions mentioned in this Agreement. Prior to the execution of these presents, the Allottee/s has paid to the Promoter earnest amount as mentioned in Fourth Schedule forming part of the Consideration exclusive of GST and other applicable taxes in respect of the Said Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment (the payment and receipt whereof the Promoter both hereby admit and acknowledge) (hereinafter referred to as the "**Earnest Amount**") and the Allottee/s has/have agreed to pay to the Promoter the balance of the Consideration in the manner hereinafter appearing;

UU. It is agreed between the Promoter and the Allottee/s that the Allottee/s will have right only as per this Agreement in respect of the Said Apartment in the Real Estate Project in which the Allottee/s has/have agreed to acquire; and the Promoter shall be entitled to deal with, develop, dispose of, alienate or encumber the Larger Land (more particularly described in the **First Schedule** hereunder written) or sub develop or assign right of development of the Larger Land or any part thereof or any development thereon as the Promoter may desire without any further or other reference or recourse to the Allottee/s and the Allottee/s do hereby confirm the same;

VV. As per RERA/RERA Rules, the Promoter is required to execute a written agreement for sale of Said Apartment with the Allottee/s, being in fact these presents and also to register the agreement for sale under the Registration Act, 1908;

WW. This Agreement shall be subject to the provisions of RERA, the RERA Rules and all other Rules, Regulations, Office Orders, Circulars, Notifications and Rulings made thereunder and/or by the Authority/Appellate Tribunal from time to time;

XX. 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 to the Allottee/s and the Allottee/s hereby agrees to purchase from the Promoter the Said Apartment. The Promoter hereby also agrees to allocate to the Allottee/s and the Allottee/s hereby agrees to accept the car parking space specifically identified hereinafter 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**

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

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

2.1 The Promoter shall construct the Real Estate Project i.e. _____Building, on a portion of the Cluster C Area, which portion is admeasuring approximately _____square metres. The Building _____shall comprise of _____basements, lower ground, podium and upto ____ floors/ __ residential levels, with an option to the Promoters to increase the floors/residential levels beyond __ floors/ __residential level, subject to the approvals from the Authorities, if required. The Promoters shall have the right to register with RERA, the apartments above ____ floors/ ___ residential levels of the Building, either as a separate real estate project or as part of this Real Estate Project, and the possession/completion date of such separate real estate project may be different date, and the Allottee/s agree, confirm and undertake that the Allottee/s shall not raise any objection for the same, at any time. The basements, lower ground (with independent access) and the landscape podium shall be common and connected within all buildings /other RERA projects of Cluster C and/or any other project of the Larger Land;

2.2 The plans, designs and specifications of the Real Estate Project are approved or shall be approved by the concerned local authority from time to time. The Real Estate Project shall have Common Areas And Facilities And Amenities that may be used by the Allottee/s on a non-exclusive basis with the other allottee/s as provided in Clause 8 hereinbelow, on the terms and conditions as may be applicable. The Real Estate Project, is part of the Cluster C development, under the heading _____, and the Promotor reserves right to launch other RERA projects within Cluster C, from time to time;

2.3 The Promoter shall, in terms of RERA/RERA Rules, obtain prior consent in writing of the Allottee/s, in case of any proposed variations or modifications in the Real Estate Project, which adversely affect the Said Apartment of the Allottee/s.

3. **AGREEMENT AND PAYMENT**

3.1. The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s, the Said Apartment, more particularly described in the Third

Schedule hereunder written and shown on the Plan at "**Annexure D**" and delineated / hatched in red colour on the floor plan annexed hereto and marked as "**Annexure D-1**" for the Consideration mentioned in Fourth Schedule. The said Consideration is exclusive of GST and other applicable taxes. Along with the Said Apartment, if Parties hereto are specifically agreed at the time of booking, the Allottee/s is/are also entitled for ancillary area if any, admeasuring the approximate area in square metres & equivalent to sq. ft. mentioned in Third Schedule shown on the Plan at "**Annexure D-1**" delineated / hatched in blue colour. The facilities, fixtures, fittings appurtenant to the Said Apartment are more particularly described in the Fifth Schedule hereunder written ("**Apartment Facilities**");

3.2. The Allottee/s is further desirous of using car parking space in the Real Estate 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) mentioned in Third Schedule, exclusively for the use of the Allottee/s ("**the Said Car Parking Space**") within the car parking area in the Real Estate Project. The Allottee/s will be bound to abide with the rules and regulations as may be framed for the use of the Said Car Parking Space by the Promoter and shall pay such outgoings in respect of the Said Car Parking Space as may be levied by the Promoter, from time to time. It is clarified that the Promoter may provide a mandated reserved area of car parking for the visitors/guests of the allottee/s of the Real Estate Project in the existing basement of the Integrated Commercial Complex falling within the Cluster C Area or alternatively the Promotor, at its discretion, reserves right to provide the a mandated reserved area of car parking for the visitors/guests of the allottee/s of the Real Estate Project at any part of G Cluster or any other project(s) in the Larger Land;

3.3. The Allottee/s has paid on or before execution of this Agreement a sum of Rupees mentioned in Fourth Schedule (not exceeding 10% of the Consideration) as Earnest Amount (the payment and receipt whereof the Promoter both hereby admit and acknowledge). The Allottee/s hereby further agrees to pay to that Promoter the balance amount of the Consideration of Rs ..... (Rupees .....), payable by the Allottee/s strictly in manner and as per the payment instalments mentioned and more particularly described in the Fourth Schedule ("**Payment Plan**"). The Promoter shall issue notice to the Allottee/s, intimating the Allottee/s about the stage-wise completion of the Real Estate Project, in which the Said Apartment is located. As detailed in the Clause 5 hereinabove as well as Fourth Schedule, the payment at each stage is individually referred to as "**the Installment**" and collectively referred to as "**the Installments**". The payment shall be made by the Allottee/s within 15 (fifteen) days of the Promoter making a demand for the payment of the Installment, time being the essence of the contract;

3.4. The payment by the Allottee/s in accordance with Fourth Schedule and the Clause 5 hereinabove, is the basis of the Consideration and is one of the principal and material term of this Agreement (time being the essence of the contract). The Promoter has agreed to allot and sell the Said Apartment to the Allottee/s for the Consideration *inter-alia* because the Allottee/s has/have agreed to pay the Consideration in the manner more particularly detailed

in the Payment Plan mentioned in Fourth Schedule and Clause 5 hereinabove. All the Installments payable in accordance with the Payment Plan mentioned in Fourth Schedule and under Clause 5 hereinabove with respect to the completion of the stage of construction on the date of signing of this Agreement shall be paid by the Allottee/s strictly as per the Payment Plan. The Allottee/s shall pay the Installments as aforesaid on or before the due date without fail and without any delay or default or demur as time in respect of the said Installments is of the essence of the Agreement. The Promoter will keep certificate of its Architects certifying that the Promoter has carried and completed the specified stage of work, and such certificate will be open for inspection by the Allottee/s at the office of the Promoter and such certificate shall be valid and binding upon the Allottee/s and the Allottee/s agree not to dispute the same;

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/stages, 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 Real Estate 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 payable in Installments in accordance with Fourth Schedule and Clause 5 hereinabove, excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project) up to the date of handing over the possession of the Said Apartment to the Allottee/s;

3.7. All payments shall be made by way of demand drafts/ pay orders/account payee cheques/ RTGS/ ECS/ NEFT any other instrument drawn in favour of / to the account of the Promoter bearing Account No. mentioned in Fourth Schedule. In case of any financing arrangement entered by the Allottee/s with any bank/NBFC/financial institution with respect to the purchase of the Said Apartment, the Allottee/s undertakes to direct such bank/NBFC/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. 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 14 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. Any payments made in favour of / to any other account other than as mentioned hereinabove shall not be treated as payment towards the Said Apartment. 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 Installment 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.

4. **TDS TO BE DEDUCTED & ISSUE TDS CERTIFICATE**

4.1. The Allottee/s shall deduct tax at source ("**TDS**") from each Installment of the Consideration as required under the Income-tax Act, 1961. 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;

4.2. The Allottee/s agrees and confirms 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.

5. **CONSIDERATION OF THE SAID APARTMENT**

5.1. Notwithstanding anything contained herein, each payment made by the Allottee/s shall be allocated at the discretion of the Promoter, first to the discharge of any damages, interest and then to the payment of any other amount due in terms hereof. It will be the sole discretion of the Promoter to appropriate any amounts received from the Allottee/s towards the payment of any Installments of the Consideration or any amount that may be owed by the Allottee/s to the Promoter;

5.2. 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 Apartment or exercise the option to terminate this Agreement;

5.3. 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. 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;

5.4. The Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges, out-of-pocket expenses and/or incidental charges in connection with the documents to be executed for the sale of the Said Apartment including on this Agreement, all of which shall be borne by the Allottee/s, in addition to the Consideration;

5.5. The Promoter may allow, in its sole discretion, a rebate for early payments of equal Installments payable by the Allottee/s by discounting such early payments more particularly stated in the Fourth Schedule for the period by which the respective Installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.

6. **CARPET AREA OF THE SAID APARTMENT**

6.1. The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction/ development of the Real Estate Project in which the Said Apartment is situated is complete and the Occupancy Certificate in respect thereof is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total price payable for the carpet area shall be recalculated (if required) upon confirmation by the Promoter. If there is any reduction in the carpet area, beyond the abovementioned variation cap, then Promoter shall refund the excess money paid by Allottee/s within 45 (Forty Five) days with annual interest at the rate specified in the RERA/RERA 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 5 hereinabove and also mentioned in Third Schedule. However, notwithstanding the foregoing, it is expressly clarified that no adjustment will be made to the Consideration if the difference between the actual carpet area of the Said Apartment and the carpet area mentioned under this Agreement is less than or equal to 3% (three percent);

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

6.3. The Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to acquire from the Promoter the Said Apartment on the basis of the carpet area only and the Consideration agreed to be paid by the Allottee/s to the Promoter is agreed on the basis of the carpet area of the Said Apartment.

7. **SECURITIZATION OF CONSIDERATION BY THE PROMOTER**

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

8. **AMENITIES IN REAL ESTATE PROJECT & OTHER PROJECTS**

8.1. Common Areas And Facilities And Amenities specified in **the Second 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 and subject to the sharing and other conditions specified in the said Second Schedule hereunder written. It is clarified that the Allottee/s shall not be entitled to any other amenities other than those provided in the Second Schedule hereunder written. In case there are any additional amenities which are not provided for in the Second 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 such as water. However, the Promoter shall not be responsible for water supply from the authority and/or delays on the part of utility provider/s for providing any services. The Promoter shall, however, make alternate arrangements to provide uninterrupted 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;

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

8.3. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided in the Said Apartment with particular brand, or price range (if unbranded) to be provided by the Promoter in the Real Estate Project and the Said Apartment 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.

9. **TIME IS ESSENCE FOR PAYMENT OF CONSIDERATION**

Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the Real Estate Project and handing over the Said Apartment to the Allottee/s and the structure of the Real Estate Project (excluding basements and podiums) to the Association of the allottees (defined herein below) within three months from the date of issuance of the Occupancy Certificate to the Real Estate Project or within one month from the registration/constitution of the Association (whichever is later), as the case may be, PROVIDED, the Allottee/s shall make timely payments of the Instalments as mentioned in Clause 5 herein above and other dues payable by him/her as well as fulfilling all other obligations under this Agreement. It is clarified that certain Amenities, which will be shared with other real estate projects on the Cluster C Area / Larger Land, may not be ready at the time of handover of the Said Apartment.

10. **LARGER LAYOUT DEVELOPMENT**

10.1. The Promoter shall have full right and absolute authority to revise the layout of the Larger Land realigning any areas and making changes in user as the Promoter may deem fit in its sole discretion subject to approval by the concerned authorities, if required;

10.2. The Allottee/s is/are fully aware that the Larger Land is under development as a "layout proposal" and further residential and/or commercial and/or partly residential and partly commercial buildings are proposed to be constructed on the remaining portion of the Cluster C Area and/or remaining area of the Larger Land by the Promoter or its assigns and the Allottee/s has/have no objection in regard to the same. The Promoter shall also be entitled to make changes to the plans and layout of the Larger Land, including changes to the type of buildings, height of buildings, Common Areas and Facilities And Amenities, etc. The Allottee/s is/are aware that in the event of relaxation of height and other restrictions, the plans in respect of the proposed development (including the Real Estate Project) may undergo changes, and the Allottee is aware about all such changes;

10.3. The Promoter shall be entitled to construct multiple buildings having maximum permissible height by way constructing multiplex floors/ storeys on the balance portion of the said Larger Land. For future development, the layout of the said Larger Land may be modified/revised/amended without any objections of Allottee/s and/or the society/limited company/ association of Allottee/s. The Allottee/s aware about the further development / construction of additional buildings by the Promoter on the Larger Land (including all changes thereto as mentioned above or otherwise) as contemplated by provisions of RERA and RERA Rules and/or by Section 7 and 7A of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and Rules framed thereunder In addition to the above, the Promoter may complete any wing, part, portion or floor of the Building and obtain part OC/s and give possession of the said Apartment to the Allottee/s hereof, and the Allottee/s shall not raise any objection thereto. If the Allottee/s

take/s possession of the said Apartment in such partly completed wing, part or portion or floor, the Promoter or its agents or contractors shall carry on the remaining work with the Allottee/s occupying his/her/their/its Flat. The Allottee/s shall not object to, protest or obstruct in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/them;

10.4. The Allottee/s is/are fully aware that the Promoter is process of obtaining revised CC for Larger Land and or Cluster C area and or any other area combinedly or separately within Larger Land and once Promoter received revised CC from concerned authorities, Promoter reserves right to extend basements for all buildings/projects or one or more buildings/projects within Cluster C.

11. **FLOOR SPACE INDEX OF LARGER LAND**

11.1 The Promoter hereby declares that the Floor Space Index available as on date in respect of the Larger Land is approximately 243004.24 square meters only. The total Floor Space Index of approximately 243004.24 square metres includes the Floor Space Index arising out of the Railway Facilities Land, which the Promoter is entitled to under the Said Development Agreement. Subject to approval, the Floor Space Index respect of the Larger Land may increase above 243004.24 square meters;

11.2 Out of the total Floor Space Index, the Promotor has planned to utilize tentative FSI of _____sq. mtr for the Real Estate Project. Our of the total tentative FSI, the Promoter has planned to utilize Floor Space Index of approximately _____Sq. mtr. as per existing approval for __ floors /__ levels and proposed FSI to be utilised for above __ floors /— residential Level is _____Sq. mtr. for the construction/development of the Real Estate Project up to ___ floors/___ residential level. The Allottee/s is/are aware that, subject to final approval, the proportionate Floor Space Index to be utilised for above ___ floors /___ residential Level may increase or decrease and accordingly the floors/levels of __ floors/___residential level may also increase or decrease proportionately**;**

11.3 In addition to the above, the Promoter has informed the Allotees that the Government of Maharashtra has adopted and implemented the Unified Development Control Rules (UDCR) promulgated by Government of India for State of Maharashtra as per the policy State Government. The UDCR shall have positive implication on the development and available FSI on the said Real Estate Project. Pursuant to the UDCR, additional FSI is available for the said Building. Accordingly, Promoter has applied for additional FSI to the concerned authority the same is mentioned in preceding clause. The Allottees aware that the subject to the approval of concerned authority, the Promoter shall utilise the said additional FSI available and undertake further extension of the said Building. The Purchaser/s further aware that, as and when additional /increase of FSI is approved/granted by the concerned authority, FSI declared to RERA shall stands increased accordingly (as referred in the preceding clause.

11.4 The Promoter shall utilise the remaining available Floor Space Index and Floor Space Index that may become available anywhere on the Larger Land. The Promoter shall also be entitled

to avail of TDR or Floor Space Index available on payment of premiums or Floor Space Index available as incentive Floor Space Index by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased Floor Space Index which may be available in future on modification to Development Control Regulations, which are applicable to the Real Estate Project. The Promoter has disclosed the Floor Space Index of approximately _____Sq. mtr as per existing approval for ___ floors /__residential level and proposed FSI to be utilised for above ___ floors/___ residential level is _____ Sq. mtr, as of date for floors/levels upto __ floors/___ residential level, as proposed to be utilized by it for the construction/development of the Real Estate Project, and Allottee/s has/have agreed to purchase the Said Apartment based on the proposed construction/development and sale of apartments/units to be carried out by the Promoter by utilizing the proposed Floor Space Index, and on the understanding that the declared proposed Floor Space Index and Floor Space Index that becomes available hereafter shall belong to Promoter only. The Promoter shall be entitled to the enhanced, future and estimated/projected/ envisaged Floor Space Index, Premium Floor Space Index, development rights, development rights certificates, transferable development rights and other development potential, benefits, potential, yield, and/or advantages, and/or as may be available on any account whatsoever, and/or any other rights, benefits and/or any floating rights of any nature whatsoever, and by whatever name called, arising out of and/or available in respect of the Larger Land including fungible FSI, additional FSI, special FSI, compensatory FSI, incentive FSI, paid FSI, that is, or may be, available, or acquired, under any Applicable Law, or otherwise howsoever, and/or arising pursuant to and/or by way of hand over and/or transfer, to any Governmental Authority or persons, of any reservations or any part/s of the Larger Land. The use of Floor Space Index shall be at the discretion of the Promoter and be distributed and apportioned and utilized in respect of the Larger Land. The Floor Space Index that may be generated on account of increased FSI due to change in Development Plan/ Development Control Regulations, government policy etc shall also be used by the Promoter as they deem fit and proper in respect of the Larger Land, without affecting the existing development as a separate phase.

11.5 In continuation of the above, Allottee/s is/are aware and agrees for the following;

11.5.1 Subject to approval from competent authorities, the habitable floors of the Project may increase upto ___ floors/ __residential levels.

11.5.2 The Promoter proposes to consume Floor Space Index of approximately _____Sq. mtr as per existing approval for __ floors /__ residential Level and Proposed FSI to be utilised for above __ floors /__ residential level up to __ floors/ __residential levels is _____ Sq. mtr. Total FSI for the Project is _____sq. mtr

11.5.3 Subject to clause 15 hereinbelow, Possession of the Said Apartment to the Allottee/s is on or before _____.

12. **INTEREST PAYABLE BY PARTIES**

If the Promoter fails to abide by the time schedule for completing the Real Estate Project and handing over the Said Apartment to the Allottee/s, other than due to the force majeure condition as stipulated in Clause 15, the Promoter shall pay (upon receipt of a written notice from the Allottee/s who does not intend to withdraw from the Real Estate Project) to the Allottee/s, interest as specified in the RERA Rule, on the portion of the Consideration paid by the Allottee/s, for every month of delay, till the handing over of the possession. Similarly, the Allottee/s agrees to pay to the Promoter, interest as specified in the RERA Rule, on all the delayed payment 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.

13. **TERMINATION OF THIS AGREEMENT**

13.1. Without prejudice to the right of Promoter to charge interest in terms of Clause 12 hereinabove on the Allottee committing default of three instalments 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 his 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 and mail at the e-mail address provided by the Allottee of his intention to terminate this Agreement and of the specific breach or breaches of terms in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches of terms 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 by issuance of a written notice to the Allottee/s;

Provided further that upon such termination and cancellation of this Agreement as aforesaid 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 Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

14. **EVENTS OF DEFAULT BY ALLOTTEE/S**

14.1. Without prejudice to the right of the Promoter to charge interest at the under Clause 12 hereinabove, and any other rights and remedies available to the Promoter, if one or more of the events or circumstances set out in Clause 14 hereinbelow ("**Event of Default**") shall have happened, then the Promoter shall call upon the Allottee/s by way of a written notice to rectify the same within a period of 15 (Fifteen) days from the date thereof. If the Allottee/s fails to rectify such Event of Default within the notice, then the same shall be construed as a default ("**Default**").

14.2. The following shall be construed as an '**Event of Default**' on the part of the Allottee/s:

(i) If the Allottee/s delay(s) or commit(s) default in making payment of any Installment/s as mentioned in Clause 5 and Fourth Schedule or any other amount payable under this Agreement, including but not limited to taxes, cess, duties etc. or otherwise, including as set out in this Agreement;

(ii) If the Allottee/s makes request for cancellation of this Agreement for Said Apartment;

(iii) If the Allottee/s fails to take possession of the Said Apartment upon receipt of written intimation from the Promoter in terms of Clause 15 herein below;

(iv) If the Allottee/s commit(s) breach of any terms, conditions, covenants, undertakings and/or representations and/or warranties as given by him/her/it in this Agreement and/or any other writings and/or the terms and conditions of layout, /Commencement Certificate, N.O.C. and other sanctions, permissions, undertakings and affidavits etc.;

(v) If the Allottee/s has/have been declared and/or adjudged to be insolvent, bankrupt etc.;

(vi) If the Allottee/s is/are, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;

(vii) If a Receiver and/or a Liquidator and/or official assignee or any person is appointed for the Allottee/s or in respect of all or any of the assets and/or properties of the Allottee/s;

(viii) If any of the assets and/or properties of the Allottee/s is/are attached for any reason whatsoever under any law, rule, regulation, statute etc.;

(ix) If any execution or other similar process is issued and/or levied against the Allottee/s and/or any of the Allottee/s' assets and properties;

(x) If the Allottee/s has/have received any notice from the Government of India (either Central, State or Local) or any foreign Government for the Allottee's involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them; and/or;

(xi) If any of the aforesaid have been suppressed by the Allottee;

(xii) If the Allottee/s has/have availed any housing loan from any bank/NBFC/FI for purchase of the Said Apartment, such bank/NBFC/FI has intimated the Promoter about the default of servicing/repayment of pre-EMI towards the housing loan amount disbursed.

14.3. On the occurrence of an Event of Default/Default, the Promoter shall, without prejudice to any and all other rights and remedies available to it under law, be entitled (but not obliged) to exercise its rights as mentioned at Clauses 13 hereinabove. All the rights and remedies of the Promoter, including aforesaid rights and remedies of the Promoter are cumulative and without prejudice to one another.

15. **POSSESSION OF THE SAID APARTMENT**

The Promoter shall give possession of the Said Apartment to the Allottee/s on or before _____ day of _____ 20___. If the Promoter fails or neglects to give possession of the Said Apartment to the Allottee on account of reasons beyond his control and of his agents by the

aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Said Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Said Apartment on the aforesaid date, if the completion of Building in which the Said Apartment is to be situated is delayed on account of:

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

(ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;

16. **PROCEDURE FOR TAKING POSSESSION OF THE SAID APARTMENT**

(i) The Promoter shall send the intimation to offer the possession to the Allottee/s in writing within 7 (Seven) days or within such other period of receiving the Occupancy Certificate in respect of the Said Apartment is located. The Promoter, upon full and timely payment made by the Allottee/s as per this Agreement, shall offer the possession of the Said Apartment, to the Allottee/s in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of aforesaid intimation/ notice ("**Handover Date**") and the Promoter shall give possession of the Said Apartment to the Allottee/s. 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;

(ii) The Allottee/s shall take possession of the Said Apartment within 15 (Fifteen) days of the written notice from the Promoter to the Allottee/s intimating that the Said Apartment s are ready for use and occupancy;

(iii) From the Handover date of the Said Apartment, the Allottee/s shall be liable to pay from time to time, the Outgoings and charges referred to in Clause 22 hereinbelow to the Promoter on such date when the same are due and payable in the hands of the Allottee/s;

(iv) In the event, the Promoters completes the construction of the said Apartment and obtains the occupation certificate/part occupation certificate, prior to the Possession Date, in such an event, the Allottee shall take the possession of the said Apartment upon receiving intimation from the Promoters by making the balance payment towards the Consideration, as per the payment plan stated in Fourth Schedule hereunder.

17. **FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF THE SAID APARTMENT**

Upon receiving a written intimation from the Promoter as per Clause 16 (i) hereinabove, the Allottee/s shall, within the time stated in Clause 16 (ii) hereinabove, take possession of the Said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in Clause 16 hereinabove, the Allottee/s shall continue to be liable to pay Outgoings as applicable from the Handover Date under Clause 16. Moreover, from the Handover Date the upkeep, maintenance, and internal condition of the Said Apartment shall be at the cost of the Allottee/s

alone. The Promoter shall not be responsible for any wear and tear to the Said Apartment 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, including fitting, fixtures, electronic goods or any other facilities provided within the Said Apartment on and from the Handover Date. It is clarified that though the Promoter is under no obligation to do so, it may, at its sole discretion incur expenses for the upkeep and maintenance of the Said Apartment even after the Handover Date. It is further clarified that, in the event the Allottee fails to take the possession of the said Apartment, from the Promoter within the period stated by the Promoter and as specified in this Agreement, then the Allottee shall be liable to pay from the Handover Date, to the Promoter, compensation at the rate of INR 40/- per sq. ft. of the carpet area, per month for the upkeep/cleaning/maintenance of the Said Apartment. Such compensation shall be payable in addition to the Outgoings and other charges payable by the Allottee. 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.

18. **DEFECT LIABILITY PERIOD**:

18.1 If within a period of 5 (Five) years from the Handover Date, the Allottee/s brings to the notice of the Promoter any structural defect in the Said Apartment or any defects on account of workmanship, quality or provision of service, 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. 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 allottee/s in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee/s and/or any other allottee/person in the Real Estate Project . 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/s in the Real Estate Project and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to all allottee/s of the the Real Estate Project 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 Real Estate Project shall have no claim(s) of whatsoever nature against the Promoter in this regard;

18.2 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 Real Estate Project . 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 Real Estate Project .

19. **USAGE OF THE SAID APARTMENT**

The Allottee/s shall use the Said Apartment or any part thereof or permit the same to be used only for purpose of residence. The Allottee/s shall use the Car Parking Space only for purpose of keeping or parking cars.

20. **FORMATION AND RIGHTS & RESPONSIBILITIES OF ASSOCIATION**

20.1. 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 allottee/s of the Real Estate Project to the competent authority in accordance with the applicable provisions read with the RERA and RERA Rules and regulation made thereunder;

20.2. The Allottee/s along with other allottee(s)s of apartments/units in the Real Estate Project shall join in forming and registering the society or association or a limited company to be known by such name as the Promoter may decide ("**Association**"). The Allottee/s shall from time to time for the purpose of formation of 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 Association and for becoming a member, including the bye-laws of the proposed 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 organisation of Allottee/s. 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, 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. Notwithstanding what is contained under this Clause, the Promoter may, at its sole discretion, incorporate separate/independent Association in respect to each of the building in the Cluster C and the Allottee/s aware about the same and shall not raise any objection in this regard. The Association so formed shall admit all allottee's of the Real Estate Project as members in accordance with its constituent document;

20.3. The Promoter shall be entitled, but not obligated to, join as a member of the Association in respect of the unsold apartments/units in the Real Estate Project;

20.4. The Promoter shall, within one month from the date on which the Association is constituted/registered or within three months from the date of issuance of the Occupancy Certificate for all the Real Estate Project and sale of all apartments thereto (whichever is later), transfer/assign/sub-lease to the Association, all the right, title and the interest of the Promoter in the structure of the Real Estate Project (excluding basements and podiums). However, the Promoter shall be entitled to (but not obligated to) transfer/assign/sub-lease to the Association, all the right, title and the interest of the Promoter in the structure of the Real Estate Project (excluding basements and podiums) within three months from the date of issuance of the Occupancy Certificate for all the Real Estate Project subject to the Promoter's right to dispose of the remaining Apartments, if any.

21. **FORMATION AND RIGHTS & RESPONSIBILITIES OF APEX BODY**

21.1. The Promoter shall have the right to incorporate and register an Apex Body in respect of the Larger Land (or part thereof) within a period of three months from the date of receipt of the occupancy certificate of the last building which is to be constructed in the layout of the Larger Land and/or sale of all apartments which is to be constructed in the layout of the Larger Land (whichever is later). The Promoter shall, thereafter, within three months, 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 Larger Land (hereinafter referred to as the "**Property to be Transferred to Apex**"). It is clarified that Common Areas And Facilities And Amenities, which are part of the Property to be Transferred to the Apex shall (subject to what is stated in Second Schedule hereunder written in respect of Amenities) be shared with all the allottee/s within the New Development. However, the Promoter shall be entitled to (but not obligated to) 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 Larger 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 Larger Land, subject to the Promoter's right to dispose of the remaining Apartments, if any;

21.2. Alternatively, the Promoter may at its sole discretion form a condominium/s of units/apartments on the Larger Land (or any part thereof) or in respect of the Real Estate Project (or any part thereof) under the Maharashtra Apartment Ownership Act, 1970 by following the procedure prescribed under the said Act;

21.3. "**Apex Body**" means an independent body formed by and consisting of all the Co-operative Societies registered under the Maharashtra Co-operative Societies Act, 1960 or Companies registered under the Companies Act, 2013 or condominiums or any other legal entity, constituted of the allottee in various buildings with or without wings located within a layout of the Larger Land, where each such co-operative society or company or condominium or any other legal entity, as the case may be, which cooperate in the maintenance and administration of Common Areas And Facilities And Amenities provided in the layout while independently retaining control of its own internal affairs and administration in respect of each of the buildings for which they are formed.

21.4. Pending the formation of Apex Body, at the sole discretion of the Promoter, the Promoter may form a legal entity ("**Legal Entity**") of the two or more of Association(s) of G Cluster / New Development. Such Legal Entity may take-up the responsibility for maintenance of Common Areas And Facilities And Amenities by engaging third-party service provider, and collect the cost and expenses from the Association to maintain the Common Areas And Facilities And Amenities. Later, this Legal Entity may be converted as Apex Body, within a period of three months from the date of receipt of the occupancy certificate of the last

building which is to be constructed in the layout of the Larger Land and/or sale of all apartments which is to be constructed in the layout of the Larger Land (whichever is later).

22. **OUTGOING OF THE SAID APARTMENT AND AMENITIES**

22.1. From the Handover Date as referred in Clause 16 hereinabove, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Said Apartment) of the Outgoings, including local taxes, betterment charges or development tax or security deposit for the purpose of providing the provision for water connection, provisions 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, watchman, sweepers, charges payable to the Promoter, maintenance charges, charges and fees payable to any third party/agency engaged by the Promoter as per this Clause 22 hereof and all other expenses necessary and incidental to the management and maintenance of the Larger Land and the Real Estate 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 Allottee/s;

22.2. Until the Association is formed and the structure of the Real Estate Project (excluding basements and the podiums) are transferred/assigned/sub-leased to the Association, the Allottee/s shall pay to the Promoter the Outgoings. Likewise, until the Apex Body is formed and the Property to be Transferred to the Apex is so transferred and handed over, the Allottee/s shall pay to the Promoter the Outgoings pertaining to the Property to the Transferred to the Apex. It is agreed that the betterment charges/Outgoings referred to hereinabove shall include the pro-rata charges which the Allottee/s may be called upon to pay to the Promoter in respect of installation of pipe line, water mains, sewerage line, sewerage mains, electric cables, electric sub-station (if any), making and maintaining of internal roads and access, drainage, lay out and all other facilities from time to time, till the charge of the Property to be Transferred to the Apex handed over to the Apex Body;

22.3. At the time of taking possession of the Said Apartment, the Allottee/s shall pay adhoc maintenance charges, as detailed in the FOURTH SCHEDULE hereunder, to the Promoter ("**Advance 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. From this Advance Adhoc Maintenance Charges, the Promoter shall retain an amount equivalent to 3 (three) months of Adhoc Maintenance Charges as **'deposit'** to meet the shortfall/ deficit payment, if any, payable to the third-party maintenance agency/service provider, before commencing the monthly maintenance charges from the Allottee/s. At the time of the handover of Association by the Promoter, the balance of Advance Adhoc Maintenance Charges / deposit, if any, shall be handed over to the Association without any interest, subject to deduction of any dues, if any, payable by the Allottees. It is clarified that the Advance Adhoc Maintenance Charges towards the Real Estate Project, shall be utilised by the Promoters towards maintenance of the same;

22.4. The Advance Adhoc Maintenance Charges so paid by the Allottees, towards maintenance charges to the Promoter, shall not carry any interest and remain with the Promoter until the handover of charge in favour of the Association, as aforesaid. Upon handover of charge of the building structure (excluding basements and podiums) to the Association, the Allottees shall pay the monthly / quarterly maintenance charges to Association, as applicable, at that time. The Promoter shall be entitled, at its discretion to engage the services of any third party service provider for the purpose of maintenance and management of the Common Areas 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;

22.5. It is clarified that the Promoter may (at its sole discretion) charge the Outgoings (in respect of the Property to be transferred to the Apex) proportionately to the Allottee/s or to the Association;

22.6. Notwithstanding anything contained in this clause herein, until the handover of charge to the Association, the Allottees shall continue to pay the monthly maintenance charges to the Promoter and/or its nominee. The Common Areas And Facilities And Amenities charges are the proportionate reimbursement of the amount incurred by the Promoters for development of the same, and the same are non-refundable to the Allottees/s or any other allottees of Association/Apex;

22.7. 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;

22.8. The Allottee/s shall, on or before the Handover Date, pay to the Promoter, the Building Protection Deposit set out in the FOURTH SCHEDULE hereto. This 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 fit-out guidelines of the Promoter;

22.9. 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 Apartment. On receiving this notification, the Promoter's representatives/ nominees shall inspect the Said Apartment, its immediate vicinity, lift lobbies, etc. for compliance with fit-out guidelines/policy. If all changes made by the Allottee/s are in adherence to permissible fit-out guidelines/policy, then the Building Protection Deposit shall be returned;

22.10. In the event any violations in fit-out guidelines/policy 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 Allottee/s' cost and risk. 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;

22.11. Until formation of 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. Property Tax & NA Tax is exclusive of consideration / levy / charges, etc. After formation of the Association, the Property Tax & NA Tax as determined from time to time, shall be borne and paid by the Association. The said amount shall be paid by the Allottee/s or the Association (as the case may be) on or before 30th 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 15th April of the relevant financial year. If the Allottee/s or the Association fails to make the Property Tax & NA Tax on or before 30th April of each financial year, in advance, for the next financial year, the Allottee/s and/or the 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 Association;

22.12. At the time of registration of the deed for the transfer/assignment/sub-lease of the structure of the Real Estate Project (excluding basements and the podiums), the Allottee/s shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable by the Association on such transfer/assignment of leasehold rights / sub-lease in respect of the structure of the Real Estate Project (excluding the basements and the podiums) in favour of the Association by the Promoter. At the time of registration of the deed for the assignment/ sub-lease of the Property to be Transferred to the Apex in favour of the Apex Body by the Promoter, the Allottee/s and/or the Association shall pay to the Promoter, the Allottees'/Association's 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;

22.13. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Association or towards the Outgoings and shall utilize the amounts only for the purposes for which they have been received;

22.14. It is hereby disclosed that CIDCO may impose condition(s) or levy transfer charges and or any other charges, as may be applicable for the transfer of the apartments as per the rules and regulation as may be applicable to CIDCO for such transfer, and such condition(s) and/or the charge(s) shall be fulfilled and/or paid by the Allottee/s;

22.15. It is agreed between the Promoter and Allottee/s that any amount if payable to CIDCO/Government by way of additional premium, charges, transfer charges, surcharge, fees or otherwise howsoever, if applicable, for any reason whatsoever, including for execution of assignment of lease/ sub-lease, inter alia, of the Larger Land and/or assignment /sub-lease of the Real Estate Project and/or the transfer of the Said Apartment and the payment of stamp duty and registration charges in respect thereof shall be pro-rata payable by the Allottee/s along with other allottee/s of the other apartments and units in the New Development, and Promoter shall not be responsible or liable for the same.

23. **TRANSFER PROPERTY TO BE TRANSFERRED TO APEX BODY**

23.1. After assignment / sub-lease of the Property to be Transferred to the Apex, in favour of the Apex Body, the Apex Body shall be responsible for the operation and management and/or supervision of the Common Areas And Facilities And Amenities of the Property to be Transferred to the Apex, in accordance with the provisions of this Agreement, the Allottee/s shall extend necessary co-operation and shall do necessary acts, deeds, matter, things as may be required in this regard in accordance with the provisions of this Agreement;

23.2. Post formation of the Association and/or Apex Body, the Promoter shall continue to be entitled to such unsold apartments/units and to undertake the marketing, sale etc. of such unsold apartments/units. 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 Association and/or Apex Body for the sale/allotment or transfer of the unsold apartments/units in the Real Estate Project or in the New Development. It is clarified that even after the formation of the Apex Body, the Promoter shall continue to be entitled to such unsold apartments/units and to undertake the marketing, sale etc. of such unsold apartments/units. It is agreed that the Promoter shall be entitled to allow their permanent employees, consultants and caretaker to use and occupy their unsold apartments without any restrictions;

23.3. Until the assignment/ sub-lease of the Property to be Transferred to the Apex to the Apex Body, the Promoter shall have the exclusive right to control advertising and signage/hoarding(s) and all other forms of signage whatsoever within the Larger Land;

23.4. The Promoter shall be entitled to construct site offices/sales lounge on the Larger Land or any part thereof (including the Cluster C Area) and shall have the right to access the same at any time without any restriction whatsoever until the entire development/construction on the Larger Land is fully completed and Property to be Transferred to the Apex is assigned/sub-leased to the Apex Body.

24. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

(i) The Promoter has clear and marketable title with respect to the Larger Land as declared in the title report annexed to this Agreement and has the requisite rights to carry out development/construction upon the Larger Land and also has actual, physical and legal possession of the Cluster C Area for the implementation of the Building;

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out construction / development of the Building and shall obtain requisite approvals from time to time to complete the construction / development of the Building;

(iii) There are no encumbrances upon the Larger Land or the Building save and except stated in this Agreement and the disclosures made in the Report on Title;

(iv) There are no litigations pending before any Court of law with respect to the Larger Land or the Building except those disclosed herein and/or as disclosed to the MahaRERA under the RERA on its website;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Building and the Larger Land 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 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 Building;

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

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

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Apartment to the Allottee/s in the manner contemplated in this Agreement;

(ix) At the time of execution of the deed for assignment/sub-lease of the structure to the Association, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas within the structure of the Real Estate Project (excluding basements and podiums) to the Association. It is clarified that the Common Areas And Facilities And Amenities 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;

(x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till three months from obtaining occupation certificate; or assignment/sub-lease of the structure of the Real Estate Project (excluding basements and podiums) to the Association; or assignment /sub-lease of the Property to be Transferred to the Apex to the Apex Body, whichever is earlier;

(xi) 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 Larger Land) has been received or served upon the Promoter in respect of the Larger Land and/or the Real Estate Project . It is clarified that all representations and warranties shall be subject to the qualified disclosures made herein.

25. **REPRESENTATION AND WARRANTIES OF THE ALLOTTEE**

(i) The Allottee/s are not prohibited from acquiring the Said Apartment and the Said Car Parking Space under any applicable law or otherwise;

(ii) The Allottee/s has/have not been declared and/or adjudged to be an insolvent, bankrupt and/or ordered to be wound up or dissolved, as the case may be;

(iii) No receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s or all or any of his/her/its/their assets and/or properties;

(iv) The Allottee's assets/properties is/are not attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;

(v) The Allottee/s has/have not received any notice from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/its/their involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them;

(vi) The Allottee/s has/have not compounded payment with his/her/its/their creditors;

(vii) The Allottee/s is/are not convicted of any offence involving moral turpitude and/ or sentenced to imprisonment for any offence not less than 6 (six) months;

(viii) The Allottee/s will not cause nuisance and/or cause hindrances in the completion of the Real Estate Project and /or proposed buildings/projects at Cluster C–and /or New Development and/or anytime thereafter and will not default in making payment of the Installments and/or any other amounts due and payable by the Allottee/s mentioned in this Agreement;

(ix) The Allottee/s is/are in a good financial position to pay the Consideration and the installments in the manner as stated in this Agreement without any delay or default, and shall, as and when called upon by the Promoter provide such security as may be required by the Promoter towards the payment of the Consideration and the Installments.

26. **COVENANTS OF THE ALLOTTEE**

The Allottee/s for himself/themselves/itself with intention to bring all persons into whosoever hands the Said Apartment may come, hereby covenants with the Promoter as follows :-

(i) To maintain the Said Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Said Apartment is taken; and shall not do or suffer to be done anything in or to the Real Estate Project, which may be against the rules, regulations or bye-laws; or change/alter or make addition in or to the Real Estate Project and in the Said Apartment or any part thereof, without the consent of the local authorities, if required. Further, to the extent that the same applies to the Allottees/s, the Allottee/s shall observe and perform, and not commit any breach or default of the covenants and conditions of the Development Agreement and the Lease Deed;

(ii) Not to store in the Said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project or storing of which goods is objected to by the concerned local or other

authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the Real Estate Project, including its entrances, and in case any damage is caused to the Real Estate Project or any of the apartments on account of negligence or default of the Allottee/s, the Allottee/s shall be liable for the consequences of the breach;

(iii) To carry out at his own cost all internal repairs to the Said Apartment and maintain the Said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the Building, which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/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;

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

(v) Not to do or permit to be done any act or thing which may render void or voidable any insurance in respect of the Larger Land and /or the Real Estate Project or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

(vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Apartment in the compound or any portion of the Larger Land and the Real Estate Project;

(vii) Not cause any hardship, annoyance or nuisance to any other allottee/s;

(viii) Not change user in respect of the Said Apartment without prior written permission of the Promoter or relevant authority;

(ix) Pay to the Promoter within 07 (Seven) days of demand by the Promoter, his share of deposit/charges demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the respective the Real Estate Project. The Allottee/s has agreed that the Promoter shall not be held responsible for power fluctuation, power failure, delay in / interruption of gas supply, power supply water supply, etc. by the concerned authority and /or any other such utility service provider, if any.

(x) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Said Apartment by the Allottee/s for any purposes other than for purpose for which it is sold;

(xi) Till the formation of the Association and the transfer/assignment/sub-lease of the structure of the Real Estate Project (excluding basements and podiums) to the Association, the Allottee/s shall not let, sub-let, transfer, assign or part with the Allottee's/Allottees' interest or benefit under this Agreement or part with the possession of the Said Apartment without prior written consent of the Promoter; and the Allottee's/Allottees' 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 Apartment, at the on-going sale value or the resale value, whichever is higher, without demur and protest.

(xii) The Allottee/s shall observe and perform all the rules and regulations which the Association or Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Real Estate Project / proposed buildings/Project at Cluster C/ New Development /Larger Land and the apartments/units therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Association/Apex Body regarding the occupancy and use of the Said Apartment in the Real Estate Project / proposed buildings/project at Cluster C / New Development /Larger Land 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 Apartment.

(xiii) Till the transfer/assignment of leasehold rights/sub-lease of the structure of the Real Estate Project (excluding basements and podiums) is executed in favour of the Association, 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 Real Estate Project / proposed buildings/project at Cluster C / New Development /Larger Land s or any part thereof to view and examine the state and condition thereof;

(xiv) Till assignment / sub-lease of the Property to be Transferred to the Apex is executed in favour of Apex Body, the Allottee/s shall permit the Promoter and their successors, surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Larger Land or any part thereof to view and examine the state and condition thereof; and

(xv) The Allottee/s shall not be entitled to change the name of the Real Estate Project . The Allottee/s shall not remove the signage of the Promoter anywhere from the Real Estate Project.

(xvi) Allottee/s further agrees that the Promoter is not responsible for providing any mobile network, cable tv, DTH or similar services within the Real Estate Project.

(xvii) The Allottee/s has/have confirmed and assured the Promoters 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 Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the transaction, the Larger Land, the Real Estate Project. 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 Apartment at his/her/its/their own cost and keep the Promoters 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;

(xviii) 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 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.

(xix) The Allottee/s shall not interfere or obstruct in any manner in any work of New Development and the Promoters alone shall have full control, absolute authority and say over the unallotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities, Common Areas And Facilities And Amenities; or the amenities to be provided in the Real Estate Project / proposed buildings/Project at Cluster C / New Development /Larger Land or any part thereof till the same is transferred to the Apex Body and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoters in this regard till the same is transferred to the Apex Body.

(xx) Not to encroach upon external and/or internal ducts/void areas attached to the said Apartment 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).

(xxi) Not cause any hardship, annoyance or nuisance to any other allottee/s.

(xxii) The Allottee/s shall make payment towards formation and registration of the Apex Body and for meeting all legal costs, charges and expenses including professional costs of the Advocates of the Promoters in connection with preparation of the conveyance etc., it being agreed that the Promoters shall not be required to give details of these expenses;

(xxiii) Not to change the external colour scheme or the pattern of the colour of the Building;

(xxiv) Not to fix any grill to the said Apartment, Building or windows except in accordance with the design approved by the Promoter;

(xxv) The Allottee/s shall not make any changes to the said Apartment which may result in the area of the said Apartment increasing or decreasing in any manner whatsoever and the Allottee/s covenant/s that the area of the said Apartment shall remain the same as it was at the time of handing over possession of the said Apartment;

(xxvi) The Allottee/s at no time shall demand partition of his/her/its/their interest in the said Apartment and/or the Real Estate Project and/or New Development and /or Larger Land and shall not ask for any independent rights, access in the the Real Estate Project and/or New Development and /or Larger Land. It is being hereby agreed and declared by the Allottee/s that his/her/its/their said interest is inseparable/indivisible;

(xxvii) Not to relocate the original location of main door and shall not cover or fill ducts and also not to change the location of toilet, kitchen, any plumbing lines in the said Apartment and A/c units at any point of time;

(xxviii) Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Apartment or the Building or any part thereof in any manner whatsoever;

(xxix) Not to carry out any unauthorized changes/addition in the said Apartment and cover/fill up/raise the level of the area of the flowerbed/s, balconies, deck, if any, with debris, blocks, tiles or any such material and shall not enclose the flowerbed/s, balconies and/or deck area within any room in the said Apartment and shall not conceal the pipes passing through the portion of the flowerbed/s, balconies and/or deck and shall not do any such filling which could lead to excess load on the slab of the flowerbed/s or balconies or deck portion which is adjoining any room of the said Apartment or otherwise whatsoever;

(xxx) Not to use the said Apartment as a guest house or let out for the purpose of guest house or setup office or the likes or any other purpose other than for residence;

(xxxi) Not to display at any place in the Real Estate Project and /or proposed buildings/Project at Cluster C any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards nor stick or affix pamphlets, posters or any paper on the walls of the Real Estate Project and /or proposed buildings/project at Cluster C - or Common Areas And Facilities And Amenities or in any other place in the proposed buildings/project at Cluster C or on the window, doors and corridors of Building provided however that the name/sign plate/board of the Allottee/s may be permitted to be displayed on or near the main entrance of the Apartment and where the car parking slot/s allotted to the Allottee/s is/are situate;

(xxxii) To park all vehicles including visitors' vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoters 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;

(xxxiii) Not to obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Apartment or in or on the common stairways, corridors and passageways in the Real Estate Project and /or proposed buildings/project at Cluster C and/or any part of the lay-out of the New Development;

(xxxiv) Not to construct a loft and/or mezzanine floor in the said Apartment irrespective of any approval, sanction or even if permissible under any statute and not to do any such act, deed or thing that shall tantamount to consumption/violation of Floor Space Index (FSI) of the said Apartment or any part thereof;

(xxxv) Not to do any such act, deed or thing that shall amount to consumption of additional FSI or violation of applicable Development Control Rules and Regulations;

(xxxvi) To use the passenger lifts in the Real Estate Project or any part thereof for the period and in accordance with the rules and regulations framed in that regard, from time to time. The Allottee/s shall not cause any damage to the lifts, staircases, common passages or Common Areas And Facilities And Amenities or any common facilities or any other parts of the Real Estate Project or any part thereof including the said Apartment;

(xxxvii) The Promoters shall be entitled to inspect all interior works carried out by the Allottee/s. In the event the Promoters find that the nature of interior work being executed by the Allottee/s is/are harmful to the said Apartment or to the structure, facade and/or elevation of the Real Estate Project or any part of the Building then, the Promoters 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;

(xxxviii) The Allottee/s will ensure that the debris from the interior works are kept in his Apartment only and same will be cleared by the Allottee/s, on a daily basis, at no cost to the Promoters and no nuisance or annoyance to the other allottee/s or occupiers of the Real Estate Project and /or proposed buildings/project at Cluster C. All costs and consequences in this regard will be to the account of the Allottee/s;

(xxxix) The Allottee/s shall ensure that the execution of interior works in the said Apartment is carried on only between 8 a.m. to 2 p.m. and 4 p.m. to 7 p.m. on all days of the week except Sundays;

(xl) The Allottee/s will further ensure that the contractors and workers (whether engaged by the Allottee/s) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same. Any damage caused to the structure / wall /ceiling /flooring due to which there are any complaints of any leakages/seepage in the adjoining or flat below the said Apartment, then the Allottee/s shall at his/her/its/their sole costs and expenses rectify the same;

(xli) The Allottee/s shall ensure that the contractors and workers, do not use or spoil the toilets in the said Apartment or the Real Estate Project and /or proposed buildings/project at Cluster C and use only the toilets earmarked by the Promoters for this purpose;

(xlii) All materials brought into the said Apartment for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottee/s and that the Promoters will not be held responsible for any loss/theft/damage to the same and the Allottee/s duly indemnify/indemnifies the Promoters for the same;

(xliii) If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottee/s at the Allottee/s's own cost, and that the Promoters will not be held responsible for the same and the Allottee/s shall duly indemnify the Promoters in this regard. All liabilities and damages arising out of such injury will be borne and paid by the Allottee/s alone and the Allottee/s duly indemnify/indemnifies the Promoters for the same;

(xliv) During the execution of interior works, if any of the Allottee/s' contractor/workmen/agents/representatives misbehaves or is found to be in a drunken state, then the said contractor / workmen/ agents / representative will be removed forthwith and will not be allowed to re-enter the said Apartment or the Real Estate Project and /or proposed buildings/project at Cluster C. Further, the Allottee/s shall be responsible for acts of such persons and the Allottee/s shall duly indemnify the Promoters for the same;

(xlv) The Allottee/s shall ensure that common passages/ common areas or Common Areas And Facilities And Amenities are not obstructed or damaged during works or thereafter;

(xlvi) If, after the date on which the Allottee/s has/have taken possession of the said Apartment, damage, of whatsoever mature (not due to defect in construction envisaged hereinabove), is caused to the said Apartment and/or other units/areas in the Real Estate Project, neither the Promoters 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 Promoters for the same;

(xlvii) The amenities/furniture and fixtures displayed in the sample apartment are only for display and the Promoters are not required to provide the same to the Allottee/s;

(xlviii) The Allottee/s shall not be entitled to enclose the verandah, balcony or common passage or make any alterations or changes in the elevation of outside colour scheme of the said Apartment and/or the outside glass panels;

(xlix) With reference to the electrical appliances and white goods (if any), such as air conditioners, modular kitchen, chimney, water purifier, water heater, etc. provided (if any) by the Promoter, the Allottee shall maintain the same at his/her own cost. The Promoters shall not be liable for any break downs or defects thereof, in any manner. In case of any problem/issue, the Allottee/s shall directly pursue the concerned manufacturer/agency for getting the same repaired/replaced/ resolved;

(l) Post possession of the said Apartment by the Allottee the Allottee/s agree/s that if the Promoters needs to lay any air conditioner, ducting line, electricity cable and/or any other cable for telephone, television, CCTV cameras, dish antennas or any other services from the walls of the said Apartment to any other premises in the Building, then in that event, the Allottee/s shall allow the Promoters to do so, without raising any objection of whatsoever nature for the same;

(li) The Allottee/s shall not enclose the car parking space/s, if any, allotted to them, in any manner whatsoever;

(lii) 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 Apartment, then in such an event, the Allottee/s shall, within 7 (seven) days of receipt of a written demand, made to you by the Promoters, pay and/or reimburse such amount of tax/imposts/impositions (as the case may be) to the Promoters, without any delay or demur and the Allottee/s shall indemnify and keep us fully indemnified the Promoters in respect of the non-payment or delayed payments thereof;

(liii) The Allottee/s is/are aware that subject to the approvals from the Authorities, the Promoters shall have right to increase the floors/residential levels above 41stst floors/40 residential levels of the Building, for which the Promoters have the right to register with RERA, the apartments above 41$^{st\ t}$ floors/ 40 residential levels of the Building, either as a separate real estate project or as part of this Real Estate Project, and the possession/completion date of such separate real estate project may be different date,;

(liv) The Allottee/s shall enter upon, occupy, possess and enjoy the said Apartment as per the terms of the Agreement for Sale. The Allottee/s agree, confirm and undertake to comply with the following terms, during the period of any work of making furniture and/or work of interior refurbishing etc., carried out in the said Apartment:

{i} Any internal work in the said Apartment including making of furniture and fixtures and/or interior decorations shall be at the Allottee/s own costs, charges and expenses and strictly in accordance with the terms and conditions of this Agreement for Sale and subject to the compliance of all statutory rules and regulations. Allottee/s shall, at his/its/their own cost and expenses, make good the damage, if any, caused to the Building, common areas, passage and staircase, etc. during the course of furnishing the said Apartment;

{ii} Allottee/s shall, under no circumstances, carry out any work related to interior / furniture in the common areas such as lift landing, staircase, parking spaces, any open spaces and / or refuge areas etc.

{iii} Allottee/s shall not, in any manner whatsoever, make any structural changes which may affect the R.C.C. frame structure of the Building;

iv} Allottee/s shall under no circumstances cover / enclose the service duct areas and further, Allottees shall not convert the same into store room or servants room, etc.

{v} Allottee/s shall not do any act, deed, matter or thing which shall disturb the internal and/or external elevation of the Building; Allottee/s shall also not do any act which will change/alter the external façade and/or common areas of the Building;

{vi} Allottee/s shall not change the outside colour scheme or coating of the Building;

{vii} Allottee/s shall not install any grills outside the windows and hence undertake not to install or affix any grills outside the windows/ window sills;

{viii} Allottee/s shall not keep any plants in pots or any other objects on the outer side of the windows or on the parapets/chajjas and shall not do anything which may cause discoloration or disfiguration or any damage to the Building;

{ix} Allottee/s shall not cover any chajjas/terraces/balconies or construct any structure or poles or pergolas or trellis on the chajjas/terraces/balconies;

{x} Allottee/s shall not fix external unit of split A.C. outside the elevation. Any such external unit of split A.C. shall be located only on the inner side of the duct/space specifically provided for split A.C;

{xi} The Allottee/s alone shall be liable and responsible for any damage that may be caused to the said Apartment or to the adjoining flat/s or on the upper or lower floors or to the Building, due to any act or omission on the part of the Allottee/s in carrying out such changes and you will indemnify and keep the Promoters indemnified of, from and against all costs, charges and expenses and consequences arising due to such act or omission;

{xii} Allottee/s will use only the service elevator for carrying all furniture and goods;

{xiii} Allottee/s will inform the Promoters, in writing, the names and number of workmen who will be authorized to enter the said Apartment, in case of any work to be carried out or undertaken;

{xiv} Allottee/s will be responsible for any theft/damage of material which are being brought to the Building / said Apartment, by the Allottee/s or their contractor, agent, workers, etc. In case of any accident, of any nature, caused either to the Allottee/s workmen/agents or any other person, the Promoters shall not be responsible for the same.

{xv} Allottee/s' workers/labourers/agents shall be checked by the security staff while going in and coming out of the Building. Allottee/s' workmen and agents shall not do or permit to be carried out any work of interior decoration, renovation, furniture making or any other allied work between 7.00 P.M. till 9.00 A.M. in the said Apartment and nuisance shall not be caused, at any time, to occupants of the other flats/premises in the Building. Allottee/s workmen shall leave the Building at 06.00 P.M. everyday;

{xvi} Allottee/s and their workmen and agents shall not do or permit to be carried out any work of interior decoration, renovation, furniture making or any other allied work, which would create any nuisance, disturbance on all days between 01.00 P.M. till 03.00 P.M. and the entire day on Sundays & Public Holidays and nuisance shall not be caused at any time to the occupants of other flats and other premises in the Building;

{xvii} Allottee/s are required to make suitable arrangements for removal of debris. In case the debris is not removed, we shall do the same and debit the actual charges, subject to minimum Rs. 5,000/- (Rupees Five Thousand only) for each truck trip for removal of debris, to the Allottee/s' account;

{xviii} Allottee/s will not raise any objection to the terms and conditions contained in diverse agreements made or to be made between the Promoters and purchasers of the other flats and premises comprised in the Project;

{xix} In case of any complaints are received from occupants of the Building, in respect of leakage, nuisance, etc. from the said Apartment, the Promoter's staff, security and authorized personnel will have the right to visit the said Apartment, after giving reasonable notice to the Allottee/s;

(lv) The Allottee/s have agreed to pay proportionate share in the taxes, (if any), water taxes, electricity charges, all expenses for maintenance of the said Apartment and/or the Real Estate Project and/or proposed buildings/project at Cluster C and all outgoings, whatsoever, as may be determined by the Promoters, until the Association takes charge and control of management of the the Real Estate Project and/or proposed buildings/project at Cluster C. The account of such amounts and corpus funds shall be rendered to the Association or Apex Body as the case may be;

(lvi) The Allottee/s are aware that all electricity bills, from date of Possession Notice, shall be paid by the Allottee/s and the Allottee/s will not hold the Promoters responsible for any consequences arising of non-payment thereof;

(lvii) 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 Promoters and/or the Association /Apex Body in charge of maintaining and/or providing Common Areas And Facilities And Amenities in the Real Estate Project and/or proposed buildings/project at Cluster C and/or New Development and/or Larger Land. The Allottee/s shall maintain proper code of conduct and discipline in the Real Estate Project and/or proposed buildings/ project at Cluster C and/or New Development and give every possible co-operation to the Promoters and/or any other person or body that may have been appointed by the Promoters, in that behalf, in maintaining cleanliness and good atmosphere in the Real Estate Project and/or proposed buildings/project at Cluster C – and/or New Development, for the better enjoyment of Common Areas And Facilities And Amenities by all the occupants of the Real Estate Project and/or proposed buildings/project at Cluster C and/or New Development.

(lviii) The Allottee/s hereby declare, confirm and covenant that, in the event the Allottee/s transfer/sell the said Apartment and/or their right, title and/or interest in respect thereof, in favour of any person, to the extent and as permitted hereunder, they shall obtain an undertaking to the similar effect from any all such purchasers/transferees and in the event of their failing to do so, the Promoters or the Association shall be entitled to refuse the transfer of the said Flat, in favour of such prospective purchasers/transferees;

(lix) Further, the Allottee/s undertake that, if they give the said Apartment on Lease/Leave and License, they shall inform the Promoters in writing and also obtain the necessary POLICE VERIFICATION of the licensee/lessee and submit a copy of the same to the Promoters/Association;

(lx) As regards the formation of the Association /Apex Body, the same shall be formed upon receipt of all dues from all the allottee/s in the Project;

(lxi) The Allottee/s shall be entitled to avail of a loan from a bank/financial institution and to mortgage the said Apartment by way of security for repayment of the said loan to such bank/financial institution 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 Apartment 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 Apartment shall not in any manner jeopardize the Promoter's right to receive the Consideration and other charges and to develop the said Larger Land. Such mortgage created in favour of such bank/financial institution shall be subject to the Promoter's first lien and charge on the Said Apartment 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 Apartment 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 Apartment 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.

(lxii) Notwithstanding what is contained herein to the contrary, it is expressly agreed between the Parties that the Promoters shall be entitled to utilize and enjoy, either personally or through any nominee/s, all area or areas forming part of the Real Estate Project and/or proposed buildings/project at Cluster C and/or New Development and/or 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 interalia 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 Association of the apartment allottee/s. The Allottee/s doth 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.

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

27. **NON-RESIDENT/FOREIGN NATIONAL OF INDIAN ORIGIN**

It is abundantly made clear to the Allottee/s who is a non-resident/foreign national of Indian Origin, that in respect of all remittances, acquisitions/transfer of the Said Apartment, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Allottee/s agrees to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

28. **BANK DETAILS**

In case of termination and cancellation of this Agreement in the manner as stated in this Agreement or refund of any excess amount and/or deposit to the Allottees, if any, the Promoter shall have right to refund the balance considerations and/or excess amount and/or deposit to the Allottees (after deducting amount referred above) to the Bank account no.[_____] of [_____*Name of the bank*_____], having IFSC code no. [_____], and at [_____]branch of the Allottee/s by way of RTGS /NEFT.

29. **THIS AGREEMENT IS ONLY FOR THE SAID APARTMENT**

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Said Apartment, the Said Car Parking, the Real Estate Project and/or proposed buildings/project at Cluster C / the Cluster C Area and/or any other structures constructed thereon or any part thereof or on any part of the Larger Land. The Allottee/s shall have no claim save and except in respect of the Said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the structure of the Real Estate Project (excluding the basements and the podiums) are transferred to the Association and until the Property to be Transferred to the Apex is transferred to the Apex Body as hereinbefore mentioned.

30. **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 Apartment, and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Apartment.

31. **BINDING EFFECT**

If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee/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 shall be treated as cancelled and the Consideration paid by the Allottee/s (excluding the Earnest Amount and excluding any other amount payable by the Allottee to the Promoter) shall be returned to the Allottee/s without any interest or compensation whatsoever, after deducting all the expenses incurred by the Promoter.

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

33. **CONSENT FOR AMENDMENT OF THIS AGREEMENT**

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

34. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO SUBSEQUENT ALLOTTEES ALSO**

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 said Apartment in the Real Estate Project / proposed buildings/projects at Cluster C / New Development /Larger Land shall equally be applicable to and enforceable against any subsequent Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Said Apartment for all intents and purposes.

35. **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.

36. **PAYMENT OF PROPORTIONATE SHARE OF COMMON AREA MAINTENANCE**

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in the Real Estate Project, the same shall be in proportion to the carpet area of the Said Apartment to the total carpet area of all the Apartments in the Real Estate Project .

37. **ASSURANCES OF PARTIES TO THIS AGREEMENT**

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.

38. **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 Navi Mumbai.

39. **NOTICES TO THE PARTIES**

That all 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 and/or notified Email ID/ at their respective addresses specified below:

(i) In case of the ALLOTTEE/s:

Name of Allottee/s:**,,**

Address:

Email ID: **suren**

(ii) In case of the PROMOTER:

Name of the Promoter: L&T SEAWOODS LIMITED

Registered Office Address: L&T House, Narottam Morarjee Marg, Ballard Estate, Mumbai 400001

CRM Office Correspondence Address: L&T Realty, CRM Office, Ground Floor, A.M. Naik Tower, L&T Campus, Gate No.3, Jogeshwari – Vikhroli Link Road (JVLR), Powai, Mumbai 400072.

Email ID: feedback@larsentoubro.com

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

40. **JOINT ALLOTTEES OF THE SAID APARTMENT**

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

41. **NOMINEE**

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 Apartment. 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 Apartment 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 Apartment, 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. 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.

42. **STAMP DUTY AND REGISTRATION OF THIS AGREEMENT**

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s.

The Allottee/s and/or Promoter shall present this Agreement as well as the Said Development Agreement 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.

43. **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 Authority as per the provisions of the RERA, RERA Rules and regulations, thereunder.

44. **GOVERNING LAW & JURISDICTION**

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 courts in Mumbai will have the jurisdiction for this Agreement.

LIST OF ANNEXURES

ANNEXURE A-1: Plan of the Larger Land;

ANNEXURE A-2: Footprint of the Integrated Commercial Complex. Clusters D Area, C Area & G Area**;**

ANNEXURE B: Authenticated copy of the approved layout plan which includes the layout of the Real Estate Project as proposed by the Promoter and according to which the construction/development of the Real Estate Project is proposed. This Annexure also shows open spaces that are proposed to be provided for on the portion of the Cluster C Area;

ANNEXURE B1: The footprint plan the Real Estate Project proposed to be developed/ constructed on a portion of the Cluster C Area, which portion is admeasuring approximately _____square metres**;**

ANNEXURE C: Authenticated copy of the Registration Certificate of the Real Estate Project granted by the Real Estate Regulatory Authority;

ANNEXURE D: Authenticated copy of the plans of the Said Apartment agreed to be purchased by the Allottee/s as approved by the concerned local authority.

ANNEXURE D-1: Floor Plan;

ANNEXURE E: Title Certificate;

ANNEXURE F: Commencement Certificate

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement between the Promoter and the Allottee/s at Navi Mumbai in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE

Description of the Larger Land

All that piece and parcel of land bearing Plot No. R-1, admeasuring approximately 1,62,002.83 sq. mtrs., (equivalent to 16.2 hectares), lying being and situate at Sector 40, Nerul Node, Seawoods Darave Railway Station, Navi Mumbai 400 706, in the Registration District and Sub District of Village Nerul, Taluka Nerul, District Thane, Navi Mumbai, Maharashtra

SECOND SCHEDULE

Amenities and Common Areas

Club House Amenities
Badminton Court - 2 nos
Squash Court - 1 no
Gymnasium
Multipurpose Hall
Games Room
Swimming Pool
Mini Theatre
Reading Area / Library
Business Centre
Kids Play area
Landscape area
Senior Citizen Corner
Walking Track

THIRD SCHEDULE

Description of the Said Apartment and the Said Car Parking Spaces

Apartment bearing No.__ of the type _____ admeasuring ___square metres equivalent to _____ square feet and ancillary area, if any, admeasuring _____square metres equivalent to ____ square feet, on the _____ floor in the building known as - **L&T Seawoods-**_____ for a Consideration mentioned in Fourth Schedule.

Further, for the exclusive use of the Allottee/s, (**2 SINGLE**)covered car parking space/s at _____level basement / podium bearing No(s).**.**

FOURTH SCHEDULE

(Details of payments to be made by the Allottee/s, Payment Plans, etc.)

1	Consideration	
2	Earnest Money	
3	The Bank Account details of the Promoter for the purpose of making payment by the Allottee/s	
4	Rebate for early payments at the sole discretion of the Promoter	NIL % of equal Installments payable by the Allottee/s.
5	Nominee	

Payment Plan

i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) tobe paid to the Promoter after the execution of Agreement.

ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) tobe paid to the Promoter on completion of the Plinth of the building or wing inwhich the said Apartment is located.

iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) tobe paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment.

vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as maybe prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

The Allottee/s shall pay the following amount to the Promoters, (as per clause 22.3 of this Agreement) upon receipt of Occupancy Certificate in respect of the Said Apartment

Sr. No.	Particulars	Amount
(i)	Share Application Money	Rs.
(ii)	Advance Adhoc Maintenance Charges towards the Real Estate Project for 12 Months	Rs.
(iii)	Advance Adhoc Maintenance Charges towards the Property to be Transferred to the Apex for 24 Months	Rs.
(iv)	Refundable Deposit to be refunded to the to the Apex Body (subject to deduction of dues, if any) upon transfer/assign/sub-lease the Property to be Transferred to the Apex	Rs.
(v)	Club House Charges	
(vi)	Infrastructure charges	
(vii)	Building Protection Deposit	

FIFTH SCHEDULE

Apartment Facilities within/appurtenant to the Said Apartment

Specifications of Apartment

Facilities in Apartment
Facilities in Common Area

SIGNED SEALED AND **DELIVERED**)
by the within named **PROMOTER**)
L&T SEAWOODS LIMITED,)
(PAN: AABCL4524C))
By the hand of its duly authorized signatory)
_____)
, as per resolution of the Board of)
Directors, dated _____)
In the presence of:)

SIGNED and **DELIVERED** **)**
by the within named **Allottee**)
)
, PAN:)
, PAN:)

_____)
In the presence of:)