

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") made at Mumbai on this _____ day of _____, 2017

BETWEEN

LARSEN AND TOUBRO LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at L&T House, N.M. Marg, Ballard Estate, Mumbai 400001, hereinafter referred to as "**the Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and permitted assigns) of the **ONE PART**;

AND

Mr./Mrs/Miss/Master/M/s. _____,
Adult/s / Minor, Indian Inhabitant/s of Mumbai / a partnership firm registered under the Indian Partnership Act, 1932 / a private limited / public company registered under the provisions of the Companies Act, 1956/ Natural guardian (Mr/Mrs) on behalf of the minor, having their address for the purpose of these present at _____

hereinafter referred to as "**the Allottee**" (which expression shall unless it be repugnant to the context or the meaning thereof mean and include in the case of individual, his/her/their respective heirs, executors, administrators and permitted assigns, in the case of partnership firm, the partner or partners for the time being of the Firm, the survivor or survivors of them and the respective heirs, executors, administrators of such survivor and in the case of Company/LLP, permitted assigns) of the **OTHER PART**.

- A. By an Indenture of Sub Lease dated 30th March, 1954, made between (1) Shri. Chandrabhan Bhuramal Sharma (2) Shri. Chhedilal Bhikhiram Gupta (3) Smt. Gajraben Shrilal Bhatt (4) Shri. Kishore Shrilal Bhatt (5) Shri. Ashok Shrilal Bhatt, (6) Shri. Vinod Shrilal Bhatt and (7) Shri. Vikram Shrilal Bhatt, therein referred to as the Lessees of the First Part AND Shri. Manubhai Tolashankar Pandya therein referred to as the Confirming Party of the Second Part AND Larsen and Toubro Ltd. referred to as the Sub-lessee therein of the Third Part (the Promoter herein) and registered with Sub-Registrar of Assurances at Mumbai at Sr. No. BOM/2940/1954 on 29th April, 1954, a Sub-lease was created in favour of Larsen & Toubro Ltd., of all those pieces and parcels of developed and undeveloped agricultural land or ground bearing Survey No.50 admeasuring 36 Acres 7 Gunthas and 23 sq.yds. equivalent to 1,46,679.80 sq.mtrs. or thereabouts (hereinafter referred to as the "said Leased Property") together with all rights, title, interests, benefits, privileges, easements incidental and/or ancillary, accrued and/or to be accrued thereon for a term of 96 years and 9 months commencing from 1st July, 1951, at and for a rent and on the terms, covenants and conditions therein contained;

- B. By a Deed of Conveyance dated 30th March, 1964 registered with Sub-Registrar of Assurances at Mumbai at Sr. No.983 of 1964 on 14th July, 1964, the Vendors therein granted, assigned, released, conveyed and assured unto the Purchaser (Shri. Chandrabhan Bhuramal Sharma) and the Sub-Purchaser (Smt. Durgadevi wife of Chandrabhan Bhuramal Sharma) therein, all their rights, title, interest in and all their reversionary rights, title and interest in respect of the said Leased Property, at and for the consideration and on the terms and conditions as stated therein;

- C. By an Indenture of Lease dated 28th July, 1965 executed in respect of the said Leased Property between Smt. Durgadevi Chandrabhan Sharma, therein referred to as the Lessor, of the First Part, Chandrabhan Bhuramal Sharma, of the Second Part and the Promoter herein (therein referred to as the Lessee) of the Third Part, the parties therein recorded and confirmed that advance deposit of Rs.21,706/- paid by the Lessee therein to Chandrabhan Bhuramal Sharma under Indenture of Sub-Lease dated 30th March, 1954 was received by the said Durgadevi Chandrabhan Sharma. Thus, the Lessee therein, being the Promoter herein, became the direct Lessee of Smt. Durgadevi Sharma on the same terms and conditions contained in the aforesaid Indenture of Sub Lease dated 30th March, 1954;
- D. Smt. Durgadevi Sharma died on 2nd November, 1986 leaving behind her Last Will and Testament dated 5th August, 1985, appointing her husband Shri Chandrabhan Bhuramal Sharma and her son Shri Chittaranjan Chandrabhan Sharma as the executors of the said Will. A probate of the said Will was granted by the High Court of Judicature at Bombay vide its Order dated 7th August, 1992 passed in Testamentary Petition No.58 of 1989 filed by one of the Executors, Shri Chittaranjan Chandrabhan Sharma;
- E. By a Deed of Conveyance dated 8th June, 2005 executed between, Shri Chittaranjan Chandrabhan Sharma, the executor of the Will of Late Durgadevi Sharma (therein referred to as the Vendor) of the one part and Smit Properties Private Limited (therein referred to as the Purchaser) of the other part, and registered with the Sub-Registrar of Assurances at Bandra under Serial No.BDR-3 / 4118 of 2005, the said Chittaranjan Chandrabhan Sharma sold, transferred, conveyed unto and in favour of the said Smit Properties Private Limited, the said Leased Property. Thus, the said Smit Properties Private Limited became the absolute owner of the said Leased Property subject to the rights of the Promoter herein, under the aforesaid recited Lease Deed dated 28th July 1965;
- F. Out of the said Leased Property, an area admeasuring 2276.70 sq.mtrs. was under dispute and a portion of land admeasuring 9134.60 sq. mtrs. was already acquired by Public Works Department. Therefore, by a Sale Deed dated 7th November, 2009 executed between Smit Properties Private Limited (therein referred to as the 'Vendor' of one part) and the Promoter herein (therein referred to as the 'Purchaser') of the other part, and registered with the Sub-Registrar of Assurances at Bandra under Serial No.BDR-3 / 163 of 2010, , the said Smit Properties Pvt. Ltd. sold, conveyed and transferred unto the Promoter herein the balance portion of the said Leased Property (after reducing therefrom an area of 2276.70 sq.mtrs and 9134.60 sq.mtrs.) admeasuring 1,35,268.50 sq. mts. of City Survey No. 117-A, 117A/1 and 117-B (formerly Survey no. 50), situate in the village of Tungwa in Powai Estate within the Registration District and Sub-District of Mumbai City and Mumbai Suburban ("said Conveyed Land"), at and for a consideration and on the terms and conditions specified therein. By the said Sale Deed dated 7th November, 2009 the Promoter herein, purchased the revisionary rights in respect of the said Conveyed Land from Smit Properties Pvt. Ltd;
- G. Subsequently, the aforesaid disputed area of 2276.70 sq.mtrs. of CTS No. 117-C was merged and amalgamated with the said Conveyed Land. Thus, the Promoter is the absolute owner and in possession of and entitled to land totally admeasuring 1,37,545.20 sq.mtrs. (hereinafter referred to as "**the said Larger Land**") which is more particularly described in the **FIRST SCHEDULE** hereunder written. Copy of the plan delineating the said Larger Land is annexed hereto and marked as **Annexure "A"**;

- H. The Promoter is in possession of and entitled and enjoined upon to construct buildings on the said Larger Land in accordance with the recitals hereinabove;
- I. The said Larger Land is designated for the purpose of INDUSTRIAL use as per the Development Plan. Out of the said Larger Land, portion of land admeasuring 43053.99 Sq.mtrs. is designated for Information Technology Park (hereinafter referred to as "L&T Business Park");
- J. The Promoter has also converted, from and out of the said Larger Land, a portion of land admeasuring 86719.13 sq.mtrs of City Survey Nos.117-B (Pt), 117-A (Pt) and 117-C for "Residential" use ("the said Residential Land"), vide MCGM permission no. TP/LO/Z-1/90 dated 19th May 2016, by the Executive Engineer (D.P) E.S. Copy of the same is hereto annexed and marked as **ANNEXURE "B"**;
- K. In lieu thereof, the Promoter has to handover Amenity Open Space ("AOS") admeasuring 9000 sq. mtrs. out of the said Residential Land, to the MGCM as per the terms and conditions of the above said permission dated 19th May 2016 of the Executive Engineer (D.P) E.S.
- L. The Promoter is developing portions of the said Larger Land, in phases, and have constructed/constructing thereon, L&T Business Park, commercial buildings, a medical centre and a residential project.
- M. The Promoter intends to develop the residential project along with common areas and amenities, on the said Residential Land, in phased manner, by constructing thereon several residential towers.
- N. The Promoter is developing a portion of land admeasuring **77,719.13 sq. mtrs.**, out of the said Residential Land, in phases, and is intending to construct thereon 16 (sixteen) residential towers, namely T1 and T2 to T16 (hereinafter referred to as the "**the said Land**", which is more particularly described in the **SECOND SCHEDULE** hereunder written), alongwith various common amenities and facilities, which are more particularly described in **ANNEXURE "I"** annexed hereto, as may be sanctioned by the concerned authorities, from time to time, in accordance with the building rules and regulations and bye-laws of the MCGM/ State Government/ or any other Competent Authority and such other laws, rules and regulations as may be in force at present and/or at any time hereafter and also subject to such terms and conditions as may be imposed by the MCGM/ State Government/ or any other Competent Authority. A copy of the sanctioned layout for the said Land is annexed hereto and marked as **ANNEXURE "C"**.
- O. The entire project comprising of 16 residential towers, the common areas and other facilities and the medical centre, shall be known as the "**EMERALD ISLE PROJECT**".
- P. The approved plan for the Emerald Isle Project provides for a common layout wherein certain infrastructural and other common areas and facilities, including, podium, gardens and other open areas, club house, pathways/roads, entrance gates, drainage pipes, electricity substations, water connections, sewage treatment plants (STPs), borewell, parking, water harvesting, etc., for common use of development of the Emerald Isle Project.
- Q. Tower T1 (referred to as Building no. 1 in the IOD) is a Signature/Premium Tower having exclusive, separate and independent amenities and facilities viz., a club house, swimming pool, etc., which will be used exclusively by the occupants of the tower T1. The occupants of tower

T1 shall also, inter alia, be entitled to the access and use of other common amenities and facilities of the Emerald Isle Project.

- R. The present approved layout provides for a right of access/way of 12 mtrs. width, through the said Land, from Saki Vihar Road to the AOS.
- S. The Promoter is constructing a tower, as selected in the below mentioned table, which shall hereinafter be referred as the **“said Project”**;

RERA Project	Basement	Podium	Stilt	Upper floors incl Fire Check
Emerald Isle- T4,T5,T6		3	1	25
Emerald Isle- T7		3	1	26
Emerald Isle- T8		3	1	26
Emerald Isle- T9	1	4	1	27
Emerald Isle- T10	2	4	1	27
Emerald Isle- T15	1	4	1	27
Emerald Isle- T16		4	1	27

- T. The Promoter has registered the said Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 (**“the Act”**) with the Real Estate Regulatory Authority at _____ no_____. An authenticated copy of the registration is annexed hereto and marked as **ANNEXURE “D”**;
- U. The Allottee has applied to the Promoter for allotment of an apartment no. onfloor in the said Project, being constructed on the said Land in the Emerald Isle Project (**“the said Apartment”**);
- V. The Promoter has entered into a standard agreement with Architect, **HITEN SETHI ARCHITECTS PVT. LTD.**, registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects;
- W. The Promoter has appointed, **L&T EDRC, Chennai**, as Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer, till the completion of the building/s in the Emerald Isle Project.
- X. The Promoter has sole and exclusive right to sell the apartments/units in the said Project/Emerald Isle Project, to be constructed by the Promoter on the said Land and to enter into Agreement/s with the allottee(s)/s of the apartments and to receive the sale consideration in respect thereof;
- Y. The Promoter has given inspection, to the Allottee, of all the documents of title relating to the said Land and the plans, designs and specifications prepared by the Promoter's Licensed Surveyor, **M/s. SPACEAGE CONSULTANTS** and Architect, **HITEN SETHI ARCHITECTS PVT. LTD.**,

and of such other documents as are specified under the Act and the Rules and Regulations made thereunder;

- Z. The Allottee has, prior to the date hereof, examined a copy of the Registration Certificate, in detail, through his/her/its Advocate and Planning and Architectural Consultants. The Allottee has agreed and consented to the development of the said Project. The Allottee has also examined all the documents and information uploaded by the Promoter on the website of the Authority, as required by the Act and the Rules thereunder, and has understood the documents and information, in all respects thereof.
- AA. The authenticated copy of Certificate of Title issued by, **MANILAL KHER AMBALAL & CO.,** Advocates of the Promoter and the authenticated copies of Property Register Card showing the nature of the title of the Promoter to the Said Land, on which the apartments are constructed or are to be constructed, have been annexed hereto and marked as **ANNEXURE "E" and "F"**, respectively;
- BB. The authenticated copies of the plans and specifications of the said Apartment, agreed to be purchased by the Allottee, as sanctioned and approved by the local authority, are annexed hereto and collectively marked as **ANNEXURE "G"**;
- CC. The Promoter has got some of the approvals from the MCGM/concerned local authority(s) to the plans, specifications, elevations, sections of the building/s and shall obtain the balance approvals, including approval for commencement of construction, from various authorities, from time to time, so as to obtain the Building Completion Certificate or Occupancy Certificate of the said Project;
- DD. The Promoter has accordingly commenced construction of the said Project, in accordance with the approved/sanctioned plans;
- EE. The carpet area of the said Apartment is _____ square meters (..... sq. ft.) and means the net usable floor area of the said Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment, for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the said Apartment;
- FF. Prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs..... (Rupees) only, being part payment of the Consideration (defined hereinbelow) of the said Apartment, agreed to be sold by the Promoter to the Allottee, as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee has agreed to pay, to the Promoter, the balance of the Consideration, in the manner hereinafter appearing;
- GG. Under section 13 of the Act, the Promoter is required to execute a written Agreement for Sale of the said Apartment, with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908;
- HH. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment (Apartment No. on floor in the said Project) alongwith ancillary areas admeasuring sq. mtrs. approximately (..... Sq. ft.), and the covered/mechanised parking no/s. (if applicable). The Parties relying on the

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

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

1. All the aforesaid recitals shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.
2. The Promoter shall construct the said Project, as selected in the below mentioned table, on the said Land, in accordance with the plans, designs and specifications as approved by the MCGM/concerned local authority, from time to time.

RERA Project	Basement	Podium	Stilt	Upper floors incl Fire Check
Emerald Isle- T4,T5,T6		3	1	25
Emerald Isle- T7		3	1	26
Emerald Isle- T8		3	1	26
Emerald Isle- T9	1	4	1	27
Emerald Isle- T10	2	4	1	27
Emerald Isle- T15	1	4	1	27
Emerald Isle- T16		4	1	27

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

3. (a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee apartment bearing no. _____ admeasuring _____ sq. mtrs. carpet area equivalent to _____ sq. ft., on _____ floor in the said Project i.e. tower _____, of the project known as the “Emerald Isle Project”, hereinafter referred to as the “**said Apartment**”, which is more particularly described in the **THIRD SCHEDULE** hereunder written and hatched in **red colour** on the floor plan annexed hereto and marked as **ANNEXURE “H”**. Alongwith the said Apartment ancillary areas admeasuring sq. mtrs. approximately (..... Sq. ft.) have also been provided, in aggregate, for a total consideration of Rs.(Rupees.....) including Rs. (Rupees.....), being the proportionate price of the common areas and facilities appurtenant to the said Apartment, the nature, extent and description of the common areas and facilities are more particularly described in **ANNEXURE “I”** annexed hereto.
- (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered/ mechanised parking space/s bearing no. ____ situated at

_____ Basement and/or stilt and /or ____podium being constructed in the layout for the consideration of Rs. _____/- (Rupees_____).

3. (b) Thus, the total aggregate consideration amount for the said Apartment including garages/covered parking spaces is Rs._____-/-(Rupees_____), hereinafter referred to as the **“Consideration”**.
3. (c) The Allottee has paid, on or before execution of this Agreement, a sum of Rs _____ (Rupees _____ only) out of the Consideration, as advance payment or Application Fee, and hereby agrees and undertakes to pay, to the Promoter, the balance amount of the Consideration of Rs (Rupees.....) in instalments, in the following manner (**“Payment Schedule”**) :-

Particulars	Percentage
Application Fees	10%
On or before _____	55%
On Completion of _____ Floor Slab including podiums	5%
On completion of the internal walls, internal plaster, floorings of the said Apartment	5%
On completion of the electrical fittings, windows, doors, including staircase and lobbies upto the floor level of the said Apartment.	5%
On completion of the external plumbing and external plaster, entrance lobby/s, of the building or wing in which the said Apartment is located, and Sanitary fittings of the said Apartment.	5%
On completion of the lift wells, electro, mechanical and environment requirements, elevation, water pumps, lifts, terraces with waterproofing, paving of areas appurtenant and all other requirements, as may be prescribed in the Agreement of Sale, of the building or wing in which the said Apartment is located.	10%
On Possession	5%
Total	100%

3. (d) The Promoter shall issue a demand notice (by post/courier/e-mail to the notified address recorded in this Agreement) to the Allottee intimating the Allottee about the stage-wise completion of the said Project. The payment of the corresponding instalment (as per the Payment Schedule) shall be made by the Allottee within 14 (fourteen) days of the Promoter issuing such demand notice for the payment of the instalment. The Allottee shall deduct Tax At Source (TDS) from the Consideration, pay the deducted tax to the concerned authority and deliver the relevant document i.e. TDS certificate/Form 16A/Challan, relating to each payment

as per the provisions of the Income-tax Act, 1961, to the Promoter. It is hereby expressly agreed that, time, for payment of each of the aforesaid instalments of the Consideration set out herein, shall be the essence of the contract. All payments shall be made by way of demand drafts/cheques/ RTGS/ECS/NEFT, in the name of the account selected in the below mentioned table, maintained with _____ Bank Limited, as set out by the Promoter.

Bank Account No.	Tower/Project
1612045960	LNT - Realty - EI - T4 T5 T6
1612045977	LNT - Realty - EI - T7
1612046394	LNT - Realty - EI - T8
1612045984	LNT - Realty - EI - T9
1612045991	LNT - Realty - EI - T10
1612046004	LNT - Realty - EI - T15
1612046011	LNT - Realty - EI - T16

3. (e) The Consideration above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, Goods & Services Tax and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Emerald Isle Project, payable by the Promoter, up to the date of handing over the possession of the said Apartment. The Allottee agrees and undertakes to pay all such taxes, as may be applicable, in present and future, in respect of the said Apartment. The Allottee hereby indemnifies and shall keep indemnified, the Promoter of all claims, expenses, penalty and charges towards the Service Tax, VAT, GST and / or any other charges/taxes, as may be introduced by the State Government and / or the Local Bodies and the Allottee shall be solely liable to bear and pay the same, as and when called upon to do so, by the Promoter.

3. (f) 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 that in case of any increase in development charges, costs 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, and which shall only be applicable on subsequent payments.

3. (g) The Allottee/s doth hereby confirm that, from the date of entering into this Agreement, it shall be the obligation of the Allottee/s to bear and pay any additional development charges for layout conditions and fulfilment thereof and the same shall be borne and paid by the Allottee/s alongwith the other Allottee/s in the said Building and Promoter shall not be responsible or liable to pay the same.

3. (h) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @% per annum, for the period by which the respective instalment 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 by the Promoter.
3. (i) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Project is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent), which is accepted and confirmed by the Parties. The Consideration payable for the carpet area of the said Apartment shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit, then the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee, as per the next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square meter, as agreed in Clause 3 (a) of this Agreement.
3. (i) The Allottee hereby authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may, in its sole discretion, deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments, in any manner. The amount/s paid by the Allottee/s to the Promoter shall be appropriated firstly towards taxes payable by him/her, then towards interest payable for all outstanding instalments towards the Consideration in respect of the said Apartment, cheque bounce charges (if any), then any administrative expenses and lastly, towards consideration/outstanding dues in respect of the said Apartment.
- 4.1 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, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment/said Project.
- 4.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Emerald Isle Project and handing over the said Apartment to the Allottee and the common areas to the association of the allottees, after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment, as per the Payment Schedule, and other dues payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 3 (c) herein above. ("Payment Schedule").
5. The Promoter hereby declares that the Floor Space Index (FSI) available as on date in respect of the said Land is 106,114.09 square meters only and Promoter has planned to utilize Floor Space Index of 126304.68 sq. mtrs. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulations for Greater Mumbai, 1991 (DCR) or based on expectation of increased FSI, which may be available in future on modification to Development Control Regulations, which

are applicable to the Emerald Isle Project. The Promoter has disclosed the Floor Space Index of 114879.32 sq. mtrs. as proposed to be utilized by him on the said Land in the Emerald Isle Project and the Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI, and on the understanding that the declared proposed FSI shall belong to the Promoter only.

- 6.1 If the Promoter fails to abide by the time schedule for completing the Emerald Isle Project and handing over the said Apartment to the Allottee, the Promoter agrees to pay to the Allottee, if he/she does not intend to withdraw from the Emerald Isle Project, interest as specified in the rules made by the Government of Maharashtra under the Act ("**Rules**"), on all the amounts paid by the Allottee, for every month of delay, till the handing over of possession of the said Apartment. Similarly, the Allottee agrees to pay to the Promoter, interest as specified in the Rules, on all the delayed payments, which become due and payable by the Allottee to the Promoter, under the terms of this Agreement, from the date the said amount is payable by the Allottee(s) to the Promoter.
- 6.2 (i) Without prejudice to the right of the Promoter to charge interest in terms of clause 6.1 above, on the Allottee committing default in payment on due date of any amount, due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), and on the allottee committing 3 (three) defaults of payment of instalments, the Promoter, at his own discretion, may terminate this Agreement:

Provided that, Promoter shall give notice of 15 (fifteen) days in writing to the Allottee, 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 and conditions, in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice, then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement.

Provided further that, upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee, subject to adjustment and/or recovery of forfeiture charges of 5% of the Consideration plus brokerage fees (if any) and all other outgoings and expenses incurred by the Promoter, and further subject to execution and registration of the Deed of Cancellation, within a period of 30 (thirty) days of the termination, the instalments of the Consideration of the said Apartment, which may till then, have been paid by the Allottee to the Promoter.

(ii) Upon termination of this Agreement as aforesaid, without prejudice to the other rights and remedies of the Promoter, the Allottee shall be bound to execute and register a Deed of Cancellation in respect of the said Apartment, within a period of 7 (seven) days from the date of written notice in this regard by the Promoter to the Allottee. In the event, the Allottee fails to execute and register such Deed of Cancellation, the Promoter shall be entitled to obtain necessary orders against the Allottee to compel him/her/it to execute and register such Deed of Cancellation.

(i) Upon the Promoter terminating this agreement, the Allottee/s shall cease to have any right, title, interest, claim, demand, etc. of any nature whatsoever, in the said Apartment and/or the said Project/Project or any part thereof and/or against the Promoter and the Promoter shall be entitled to deal with and dispose of the said Apartment to any person/s, as it deems fit, without any further reference to the Allottee.

(ii) All amounts, including benefits arising from the resale of the said Apartment to a new allottee, shall be to the sole and exclusive credit of the Promoter and the Promoter shall be entitled to receive such amounts and all other advantages and benefits arising therefrom.

7. The fixtures and fittings, with regard to the flooring and sanitary fittings, and amenities like lifts with particular brand, or price range (if unbranded), to be provided by the Promoter in the said Project and the said Apartment, are as set out in **ANNEXURE "J"**, annexed hereto. It is clearly understood by the Allottee that the furniture, fixture, fittings, electrical and electronic gadgets etc. as are displayed in the sample flat, have been placed there for illustrative purposes only and the same are not included in the Consideration of the said Apartment and that only such specifications and amenities as are specified in Annexure J of this Agreement, shall be provided by the Promoter in the said Apartment/Project.
8. The Promoter shall give possession of the said Apartment to the Allottee on or before..... day of20___. 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 as specified in the Rules, 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 said Project in which the said Apartment is to be situated, is delayed on account of -

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

It is specifically agreed by the Allottee/s that, during such proportionate extension period, the Allottee/s shall not be entitled to and/or allowed to cancel this Agreement and/or claim any interest.

- 9.1 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment of Consideration by the Allottee as per this Agreement, shall offer, in writing, the possession of the said Apartment to the Allottee, in terms of this Agreement, to be taken within 2 (two) months from the date of issue of such notice. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter, on its behalf, shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the said Apartment/said Project. The Allottee agree(s) to pay the maintenance charges, as determined by the Promoter or the association of allottees, as the case may be.
- 9.2 The Allottee shall take possession of the said Apartment within 15 (fifteen) days of the written notice, from the Promoter to the Allottee, intimating that the said Apartment is ready for use and occupancy.
- 9.3 **Failure of Allottee to take Possession of the said Apartment:** Upon receiving a written intimation from the Promoter as per clause 9.1 hereinabove, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation, as may be required, and the Promoter shall give possession of the

said Apartment to the Allottee. In case the Allottee fails to take possession of the said Apartment, within the time provided hereinabove, such Allottee shall continue to be liable to pay maintenance charges, as applicable and determined by the Promoter or the association of allottees.

- 9.4 (i) If within a period of 5 (Five) years from the date of handing over the said Apartment to the Allottee, the Allottee brings to the notice of the Promoter, any structural defect/s in the said Apartment or the said Project or any defects in workmanship, quality, provision of service, or the material used (normal wear and tear and misuse caused by or attributable to the Allottee/s excluded), subject to clause 17 hereunder, and provided the Allottee is not guilty and responsible for such defect, then wherever possible, such defects shall be rectified by the Promoter, at its own costs (such costs shall mean and be restricted to the cost of repairs of such defects only and no other costs), within reasonable time, of receipt of such written notice from the Allottee, 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/s, in the manner as provided under the Act. The Allottee shall, without any reluctance, give access to the contractors, workers, etc., of the Promoter, to the said Apartment, as may be required for rectifying such defects. However, it is specifically agreed that, if the Allottee does any alterations and/or causes damage to the said Apartment, due to the negligent use, modifications, acts or omission by himself/herself and/or his agents, visitors, contractors, etc., such as waterproofing, fittings, pipes, fixtures etc., without the prior written consent of the Promoter, then the Promoter shall not be liable for any such defect/s.
- (ii) With reference to the electrical appliances and white goods (if any), such as air conditioners, modular kitchen, chimney, water purifier, water heater, etc. provided by Promoter, the Allottee shall maintain the same at his/her own cost. The Promoter shall handover the warranty cards (if provided by the manufacturer) for the electronic items provided in the said Apartment. The Promoter 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.
10. The Allottee shall use the said Apartment or any part thereof or permit the same to be used, only for purpose of residence and he/she shall use the garage or parking space only for purpose of keeping or parking his/her vehicle/s.
11. The Allottee along with other allottee(s) of apartments in the said Project, shall join in formation and registration of the society or association or a limited company, to be known by such name as the Promoter may decide and for this purpose also, from time to time, sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the society or association or limited company and for becoming a member, including the bye-laws of the proposed society 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, so as to enable the Promoter to register the common organisation of allottees. 'No objection' shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 12.1 The Promoter shall, within 3 (three) months of registration of the society or association or limited company of the allottees, as aforesaid, cause to be transferred to the said society or

limited company, all the rights, title and the interest of the Promoter in the structure of the said Project, in which the said Apartment is situated. In the event, any of the apartments in the said Project are unsold, at the time of formation and registration of the society/limited company/association, then the Promoter may retain such unsold premises, as the owner thereof, without any liability to the society/company/association of the allottees. The Promoter shall be solely entitled to deal with and/or dispose of such unsold premises in such a manner as it may deem fit and proper. The society/limited company/association of the allottees shall admit, as its members, the allottee/s of such unsold premises, without any protest.

12.2 The Promoter shall, within 3 (three) months of registration of the Federation/Apex body of the societies or limited company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Promoter in the said Land on which the Emerald Isle Project, with multiple wings or buildings, is constructed.

12.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the said Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Apartment) of outgoings in respect of the said Land and the said Project namely, local taxes, property tax, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses, necessary and incidental to the management and maintenance of the said Land and the said Project. Until the society or limited company is formed and the structure of the said Project is transferred to it, the Allottee shall regularly pay to the Promoter such proportionate share of outgoings, as may be determined. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter, provisional contribution of Rs. (Rupees.....) -for 24 (twenty four) months, towards the outgoings - and the maintenance of the common areas and facilities. Upon handover of charge of the common areas and facilities, the Allottee shall pay the monthly/quarterly maintenance charges to the Promoter/society, as applicable, at that time. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the said Project is executed in favour of the society or a limited company, as aforesaid. On such conveyance/assignment of lease being executed for the structure of the said Project, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid/handed over by the Promoter to the society or the limited company, as the case may be.

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

(i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.

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(iii) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

- (iv) Rs..... For Deposit towards Water, Electric, Drainage, Sewerage Connection and other utility and services connection charges.
- (v) -
- (vi) Rs. _____ towards Corpus Fund.
- (vii) Rs _____ towards club house charges.
- (viii) Rs _____ towards Mahanagar Gas Connection.

14. The Allottee shall pay to the Promoter a sum of Rs. (Rupees.....) for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter, in connection with formation of the said society or limited company, or apex body or federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance deed or assignment of lease.

15. At the time of registration of conveyance or lease, of the structure of the said Project, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges, payable by the said society or limited company, on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Project. At the time of registration of conveyance or lease of the said Land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said apex body or federation on such conveyance or lease or any document or instrument of transfer, in respect of the structures of the said Land, to be executed in favour of the Apex Body or Federation.

16. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- i. The Promoter has clear and marketable title with respect to the said Land; as declared in the Title Certificated annexed to this agreement and has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Emerald Isle Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Emerald Isle Project and shall obtain requisite approvals, from time to time, to commence the construction and complete the development of the Emerald Isle Project;
- iii. There are no encumbrances upon the said Land or the Emerald Isle Project, except those disclosed in the Title Certificate and the website of the Regulatory Authority;
- iv. There are no litigations pending before any Court of law with respect to the said Land or the Emerald Isle Project except those disclosed in the Title Certificate and the website of the Regulatory Authority;
- v. All approvals, licenses and permissions issued by the competent authorities, with respect to the Emerald Isle Project, said Land and the said Project are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permissions, to be issued by the competent authorities with respect to the Project, said Land and said Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Emerald Isle Project, said Land, said Project and common areas;

- 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 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 Land, including the Emerald Isle Project and the said Apartment which will, in any manner, affect the rights of Allottee 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 in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed/assignment of lease of the said Project to the society/limited company/association of allottees, the Promoter shall handover lawful, vacant, peaceful and physical possession of the common areas of the said Project, to the said society/limited company/association of allottees;
 - 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 said Project/Emerald Isle Project, to the competent authorities, till the formation of the society/limited company/association of allottees/Apex Body/Federation;
 - 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) has been received or served upon the Promoter in respect of the said Land and/or the Emerald Isle Project, except those disclosed in the Title Certificate and the website of the Regulatory Authority.
17. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the said Apartment may come, hereby covenant 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 the possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the said Project in which the said Apartment is situated, which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Project in which the said Apartment is situated and the said Apartment itself or any part thereof, without the consent of the local authorities, if required.
 - 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 said Project in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the said Project in which the said Apartment is situated, including entrances of the said Project in which the said Apartment is situated and in case any damage is caused to the said Project in which the said Apartment is situated or the Apartment, on account of negligence or default of the Allottee in this behalf, the Allottee 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 and shall not do or suffer to be done anything in or to the said

Project in which the said Apartment is situated or the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- 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 building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Project in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment, without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. 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).
- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and the said Project in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vii. 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 said Land and the said Project in which the said Apartment is situated.
- viii. Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said Project in which the said Apartment is situated.
- ix. 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 for any purposes other than for purpose for which it is sold.
- x. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- xi. The Allottee shall not transfer/sell the said Apartment, till the payment of the entire Consideration and other dues and amounts, payable in respect of the said Apartment to the Promoter. In the event the Allottee intends to transfer/ sell the said Apartment after handover of possession of the said Apartment but before the formation of the Society/Limited Company/ Association of the allottees, the Allottee shall require the prior

written consent of the Promoter and the Allottee 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 shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof, that may be made from time to time for protection and maintenance of the said Project and the apartments therein and for the observance and performance of the building rules, regulations and bye-laws, for the time being, of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the said Apartment in the said Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
 - xiii. Till a conveyance of the structure of the said Project in which said Apartment is situated, is executed in favour of society/limited company/association of allottees, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Project or any part thereof to view and examine the state and condition thereof.
 - xiv. Till a conveyance/assignment of lease of the said Land, on which the said Project in which said Apartment is situated, is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land or any part thereof to view and examine the state and condition thereof.
18. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee, as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
19. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the apartments or of the said Project and Emerald Isle Project or any part thereof. The Promoter shall be entitled to use the treated water from the sewage treatment plants, provided in the Emerald Isle Project, for the purpose of development undertaken. The Allottee 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, etc. will remain the property of the Promoter until the structure of the said Project is transferred to the Society/Limited Company or other body and until the said Land is transferred to the Apex Body / Federation as hereinbefore mentioned.
20. Notwithstanding what is contained herein to the contrary, it is expressly agreed between the parties that the Promoter shall be entitled to utilize and enjoy, either personally or through any nominee/s, all area or areas forming part of the said Land/ said Larger Land, as properly as may be available, from time to time, including areas reserved for public utility including recreation,

etc., by utilizing the same as the Promoter may deem fit and the Promoter will be entitled 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 organisation 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.

21. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

22. BINDING EFFECT

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

23. 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, as the case may be.

24. RIGHT TO AMEND

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

25. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES:

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

26. **SEVERABILITY**

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in the Emerald Isle 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 Emerald Isle Project.

28. **FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. **PLACE OF EXECUTION**

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

30. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease 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.

31. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

ALLOTTEE :

Mr/Mrs/M/s.....

Allottee's Address :

Notified Email ID: _____

PROMOTER:

LARSEN & TOUBRO LTD. (Registered Office)

L & T House, N.M. Marg, Ballard Estate, Mumbai 400001

L&T REALTY LTD. (CRM Office)

10th Floor, Tower A, TC- II, L&T Business Park, Saki Vihar Road, Powai, Mumbai 400072.

Notified Email ID: emeraldisle@larsentoubro.com

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

32. JOINT ALLOTTEES

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

33. STAMP DUTY AND REGISTRATION

The Allottee shall, bear all, costs and expenses towards the Stamp Duty and the Registration Charges and admit execution of this Agreement, for registration, with the Sub-Registrar of Assurances and shall execute all other necessary deeds and documents, and do all other acts, deeds, matters and things as may be and if required, to perfect the sale and transfer of the said Apartment, in the manner contemplated under this Agreement.

34. DISPUTE RESOLUTION

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

35. GOVERNING LAW

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.

36. For the purpose of this transaction, the details of the PAN of the Promoter and the Allottee/s are as follows:

- (i) Promoter's PAN -
- (ii) Allottee's PAN -

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

THE FIRST SCHEDULE HEREINABOVE REFERRED TO :

(Description of the said Larger Land)

All that piece or parcel of land or ground bearing City Survey No. 117-A, 117A/1, 117-B, 117-C (Old Survey No. 50) admeasuring 1,37,545.20 sq.mtrs. in the Village of Tungwa, Taluka Kurla, Powai Estate Division, in the registration district and sub-district of Mumbai city and Mumbai Suburban and bounded as under:

- On or towards the NORTH by : Jogeshwari- Vikhroli Link Road
- On or towards the SOUTH by : CTS Nos. 119 G/1B, 119 F/1A/1
- On or towards the EAST by : CTS Nos. 118, 119 and 119/ D/ 2
- On or towards WEST by : Saki Vihar Road

THE SECOND SCHEDULE HEREINABOVE REFERRED TO :

(Description of the said Land)

All that piece and parcel of land or ground, lying and being a demarcated part admeasuring **77,719.13 sq. mtrs.** of plot bearing City Survey nos. 117-A (Part), 117-B (Part) and 117-C of Village Tungwa in Powai Estate Division, Taluka Kurla, Saki Vihar Road, Powai, within the Registration District and Sub-District of Mumbai City and Mumbai Suburban and which is bounded as follows:

- Onortowards NORTH by : Partly by L&T Business Park and partly by D.P. Road for Jogeshwari-Vikhroli Link Road.
- On or towards SOUTH by : CTS 119 F/ 1A/ 1, CTS 119G/1B
- On or towards EAST by : CTS Nos. 118, 119 and 119/ D/ 2 (MHADA Colony)
- On or towards WEST by : Partly along L&T Business Park on CTS No. 117 - B and partly by Saki Vihar Road.

THIRD SCHEUDLE HEREINABOVE REFERRED TO:

(Description of the said Apartment)

Apartment bearing No. _____ admeasuring _____ sq. mtrs. carpet area i.e. approximately _____ square feet, alongwith ancillary areas admeasuring sq. mtrs. approximately (..... Sq. ft.), on _____ floor in Tower _____ of the Project known as "EMERALD ISLE", alongwith _____ car parking space/s.

SIGNED AND DELIVERED)

By the within named PROMOTER,)

LARSEN & TOUBRO LTD.)

by its authorised signatory)

_____)

Authorised under Board resolution)

dated March 17, 2016)

In the presence of.....)

SIGNED AND DELIVERED BY THE)

within named **ALLOTTEE/S**)

Mr. / Mrs. / M/s. _____)

_____)

_____)

_____)

_____)

In the presence of)

ANNEXURES (AS ABOVE MENTIONED TO BE ATTACHED)