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SALE AGREEMENT

This Sale Agreement is entered on …….. day of ……at Coimbatore.

BY AND BETWEEN

M/s. ELYSIUM PROPERTIES INDIA PRIVATE LIMITED (PAN:AACCE4371P; CIN No. U45200TZ2010PTC016143), a private limited Company incorporated under the provisions of the Companies Act, 1956, having its registered office at No.21, B2, Elysium Towers, No. 21, ATT Colony, Coimbatore – 641018 hereinafter referred to as the **"Promoter"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor - in - interest, executors, administrators and permitted assignees), represented by its **Authorized Signatory ……**(Aadhaar:……; Mobile No……), S/o……, Aged …. years, Vide board resolution Dated……

AND

For Elysium Properties India (P) Ltd.

(Authorised Signatory)

PROMOTER **ALLOTTEE**

Mr. ……..(Pan No…… (Aadhaar No……..) (Mobile No……) Son of Late……, residing at No……, hereinafter referred to as the **"Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators, successors-in-interest and permitted assignees).

The Promoter and the Allottee shall hereinafter be either collectively referred to as "Parties" and/ or individually as "Party".

WHEREAS

1. WHEREAS the larger extent of the schedule 'A' Property being a vacant land measuring 18.77 cents or 8178 sq.ft., bearing site no 13 of Block no 14 in the Mettupalayam – Thadagam extension in old ward no 8, New ward no 19, of Coimbatore town, later municipal ward no.11, present ward no.13, East Ponnurangam road, situated in Coimbatore bearing parts of town surveys nos. 3176, 3177, 3178, 3179, 3180, 3181, 3182,3183, 3184 of ward no.7 (New T.S.No.1084, block No:29, Ward No: 8G), which is more fully described in Schedule A hereunder (Hereinafter referred to as "Schedule 'A' Property") is the absolute property of Mr. Bhupendra Kumar and he is in uninterrupted possession of the same vide Settlement Deed Registered as dated 14.06.2016, Document No: 3360/2016 in the Joint – I Sub Registrar Office, Coimbatore Taluk, Coimbatore District.

For Elysium Properties India (P) Ltd.

(Authorised Signatory)

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2. Mr. Bhupendra Kumar and **Promoter** had entered into Joint Development Agreement dated 02.05.2024 **("JDA")** wherein the development rights for the Said Property was given to the **Promoter** on terms and conditions as agreed therein in the JDA and a General Power of Attorney dated 02.05.2024 was executed in favour of the Promoter to carry development of the Said Property and to construct multi-storeyed building, enter into sale agreement, sale Deed, construction agreement and other related clauses which was registered as Document No..... in the Office of Joint-I Sub-Registrar of Assurance, Coimbatore Registration District.

3. Mr. Bhupendra Kumar had formulated a scheme for developing the Said Property. The Said Property was earmarked for the purpose of building a residential project comprising of one Tower having Stilt 5 Floors, 9 Apartments with amenities and facilities and has been named **"Elysium Celeste"** ("Project") and he had obtained requisite sanctions, authorizations, consents, no objections, permissions and approvals from the appropriate authorities for construction and development of the **Project vide Planning Permit No.56/2024 dated 26.02.2024 issued by the Local Planning Authority and Building Permit No. 162/BL/2024/03/071/00896 dated 26.03.2024 issued by Coimbatore Municipal Corporation**.

4. The Promoter have registered the Project under the provisions of the Act with the **Tamilnadu Real Estate Regulatory Authority [TNRERA] under registration No.....**

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5. The Allottee has already scrutinized / verified all sanctions, authorizations, consents, no objections, permissions and approvals issued by the appropriate authorities and are completely satisfied with the title and statutory compliance with regard to the Project.

6. The Allottee desirous of owing an apartment in the project has offered to purchase of **681 square feet** of undivided share of land in the Schedule 'A' Property, which is more fully described in **Schedule B** hereunder and engaged the Developer to construct an apartment as per the scheme formulated by the Promoter.

7. The Allottee has now applied for construction of an apartment in the said Project Vide Application No.....; dated ..... to the Promoter and the Promoter has agreed to construct and allot **Apartment No....** having **carpet area of ..... Square Feet (.....super built up area), type -....., on the ..... Floor** in the proposed construction of a multi - storeyed residential building along with one reserved car parking which is morefully described in Schedule-C (hereinafter referred to as Schedule – C property) and proportionate share in the common area as more fully described in **Schedule-B** hereunder to the Allottee.

8. The Parties have decided to reduce the terms and conditions mutually agreed upon into writing through these presents:

NOW THEREFORE THIS SALE AGREEMENT WITNESSETH AS FOLLOWS:

The Promoter and the Allottee mutually agree and covenant as follows:

For Elysium Properties India (P) Ltd.

(Authorised Signatory)

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1. ALLOTMENT:

The Promoter hereby agrees to construct, allot and deliver the Apartment as per the specifications mentioned in the Annexure I hereunder, to the Allottee at the cost of the Allottee.

2. PAYMENT CONSIDERATION:

a. The Cost of Schedule B and Schedule C based on the carpet area is **Rs..... /- (Rupees .....only)** which includes the cost for car parking, balconies, sit-outs, common area charges, corpus fund, electricity deposit, common water and underground drainage deposit, I & A Charges and all other government charges, GST and all applicable Taxes computed at the current rate. The cost includes the following;

b. The Cost above also includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment. The Goods and Service Tax (GST) has been computed at the rate of 5%.

c. Provided that in case there is any change / modification in the existing taxes and any other new Taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased / reduced based on such change / modification.

d. The Owner shall periodically intimate to the Allottee, the amount payable as stated in (a) above and the Allottee shall make payment within 15 days from the date of such written intimation.

e. The Cost is escalation-free, save and except increases, which the Allottee hereby agrees to pay, due to increase on account of

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PROMOTER **ALLOTTEE**

development charges payable to the competent authority and/or any other increase in charges, which may be levied or imposed by the competent authority from time to time or increase in any other state or central government taxes or charges.

f. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, taxes or charges, the Promoter shall quote the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee.

g. The Allottee shall make the payment as per the payment plan set out in Schedule-D **("Payment Plan")**. The Allottee authorizes the Owner / 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 Owner / Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Owner / Promoter to adjust this payment in any manner.

h. A sum of **Rs..... /- (Rupees .....Only)** towards corpus fund, to be utilized for major expenditure in maintenance of the building and other infrastructural facilities and amenities in the Project shall be paid at the time of handing over possession of the Schedule "C" Property by the Allottee. The Promoter shall transfer this amount after deducting any expenses incurred, for the purpose of maintenance of the buildings; without interest to the agency to be appointed by them or the Association / Society to be formed by the Allottee.

i. Further, the Allottee(s) shall make the payment of a sum of Rs. ...../- (Rupees .....Only) [calculated at the rate of Rs.4/- (Rupees Four Only) per sq. ft, per month on the super built-up area of the Schedule C Property, at the time of handing over possession of the Schedule C Property towards .... months maintenance charges.

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j. The cost mentioned in clause 2 (a) does not include the cost towards stamp duty, registration charges, documentation charges etc. applicable on this Agreement and shall be paid by the Allottee(s) at actual to the concerned authorities.

k. The Parties hereto agree and confirm that the execution and registration of the sale Deed envisaged for conveyance of the Schedule B property to the Allottee shall be completed only on receipt of all monies due from the Allottee to the Promoter under this Agreement as well as other agreements, if any, executed between the Parties under the scheme of development.

l. The Allottee shall come forward for registration of this Agreement, at the request of the promoter and all stamp duty, registration charges, legal expenses and all other miscellaneous and incidental expenses for registration of this agreement and the sale deed in future, including additional stamp duty, if any, registration fee or any taxes under the GST regime or any other charges that may be demanded by the appropriate authority present and future shall be borne to by the Allottee. The Allottee hereby further covenants that in the event, the Sale Agreement/Sale Deed is referred to the Authorities for adjudication of Stamp Duty and/or valuation of the said property, it is the responsibility of the Allottee to attend to the same at his cost and secure release of the Sale Agreement/ Sale Deed by paying deficit stamp duty/Registration fee, if any. The Promoter shall have no liability in respect thereof. However, the Promoter shall assist the Allottee in this regard but the cost thereof shall be borne by the Allottee.

3. MODE OF PAYMENT :

a. Out of the total sum of **Rs..... /- (Rupees ....only)** payable by the Allottee to the promoter, the following payments have been made ;

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(i) **Rs..... /- (Rupees .....only)**Vide RTGS Ref. ....., Dated:.....;

1	Sale Consideration	
2	Car Parking Cost	
3	Corpus Fund	
4	Other Government Charges & Deposits	
5	GST	
6	Total Consideration	

b. The Allottee shall pay to the Promoter balance consideration amount as per the schedule of payments detailed in the Schedule - D hereunder;

c. The Allottee hereby undertake/s and assure/s that based on the stage intimation letters issued / to be issued by the Promoter to the Allottee, the above payments shall be made by the Allottee within the due date and without any further demand, as time for payment of the above said sums being the essence of the contract and the Allottee is fully informed by the Promoter that any default in payment of the above said amount would affect the completion of the Project.

d. All payments shall be made by Cheque/s or Demand Draft/s or through RTGS. The date of credit of the amount into the account of the Promoter will be considered as the date of payment made by the Allottee and the delayed payment charges will become payable from the due date.

e. The Allottee shall not delay, withhold or postpone the payments due as mentioned in Schedule-D, on whatever reason and in that event, Allottee shall be responsible for any consequential

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sufferance or damages and they shall adhere to clause 5(i) mentioned herein.

f. The Allottee, if resident outside India, shall be solely responsible for complying with necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment for acquisition / sale /transfer of immovable properties in India etc. and provide the Owner / Promoter with such permission, approvals which would enable them to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of 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. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Owner accepts no responsibility in this regard. The Allottee shall keep the Owner / Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Owner / Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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4. PERIOD OF COMPLETION AND HANDING OVER OF POSSESSION :

a. The Promoter shall endeavour to complete the construction of the Apartment within ..... years with grace period of 3 months from the date of this Agreement or finalisation of the alterations for the flat; whichever is later. The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment as committed, unless there is delay due to force majeure event or due to failure of Allottee(s) to pay in time any part of the Construction Cost and/or other charges, taxes, deposits, securities etc. and dues/payments or any failure on the part of the Allottee(s) to abide by all or any of the terms and conditions of this Agreement. If, however, the completion of the Project is delayed due to the force majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such force majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to force majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 90 days from that date of determination of impossibility of performance. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

b. The Promoter, upon completion of construction of the Apartment shall intimate to the Allottee of the same at the last known address of the Allottee by letter and the Allottee shall

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take possession of the Apartment within 15 days of receipt of such intimation. The Promoter shall not be liable in any manner whatsoever, for failure of the Allottee to take over possession of the Apartment.

c. Upon receiving a written intimation from the Promoter as per clause 4 (b), the Allottee shall take possession of the Apartment from the Owner / Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Owner shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 4(b), such Allottee shall continue to be liable to pay maintenance charges as applicable.

d. The Owner shall hand over possession of the Apartment to the Allottee as committed subject to receipt of the entire consideration including the other payments as per Schedule-D. It is made abundantly clear that the obligation of the Promoter to handover the Apartment to the Allottee does not arise until the Owner / Promoter receives the entire payment/s as mentioned in Schedule-D.

e. The Allottee shall not do or permit any agent / workers to carry out any work in the Apartment, until possession is handed over to the Allottee.

5. BREACH OF TERMS AND ITS REMEDY:

a. ALLOTTEE'S COVENANT:

i. In the event of the Allottee failing to pay the aforesaid sums, in the manner provided in Schedule-D or cancel/withdraw from the Project except for the default of the Promoter, then the Promoter at their discretion after due notice of fifteen (15) days to the Allottee is entitled to cancel this Agreement and re-allot the Apartment, to the another party andthe Allottee shall thereafter have no right, interest or claim overthe Apartment. Consequent to

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such termination, subject to deduction of the booking amount**,** the **Owner** shall refund the monies collected from the Allottee within ninety (90) days of such cancellation without interest, simultaneous to the Allottee executing necessary cancellation and registration of the Agreement and/or sale deed by the Allottee. Without prejudice to the above, the Owner / Promoter shall be entitled to charge interest computed at SBI highest marginal cost of lending rate plus 2% on the delayed payments from the date of default, without resorting to termination of this Agreement. The decision in respect of the option to be exercised i.e. either termination of this Agreement or charging of interest shall be the discretion of the Owner. Further any payment made by the Allottee shall first stand adjusted towards the interest accrued and only the balance if any shall be adjusted towards the principal payable.

ii. The Allottee hereby agrees that the assignment of the Allottee's right under this agreement to any third party is subject to the prior written permission of the Owner / Promoter and further agrees to pay to the Promoter an Assignment fee of 2 % of Construction Cost ('Assignment Fee').

iii. The Parties hereby confirm that this Agreement and the Agreement for Sale of even date entered into by the Allottee shall co-exist or co-terminate.

iv. It is specifically agreed by the Allottee that the Allottee shall bear all statutory charges from the date of intimating the readiness of the Apartment for handover by the Promoter.

b. **PROMOTER'S / OWNER'S COVENANT :**

Subject to the force majeure clause, the Promoter shall be considered to be on default, in the following events:

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i. Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

ii. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the RERA Act or the rules or regulations made there under;

iii. In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- Stop making further payments to Owner as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; orThe Allottee shall have the option of terminating the Agreement in which case the Owner / Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate specified in the Rules within ninety days of receiving the termination notice, simultaneous to the execution of cancellation agreement and registration thereof, if required. The Owner / Promoter shall not be entitled to retain the 10% of the booked value of the property. However, if the Allotee defaults in making timely payments as mentioned in schedule D, the Allottee shall not have the right to claim any interest or compensation from the Owner / Promoter. Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he/she shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over

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of the possession of the Apartment.

6. MAINTENANCE OF COMMON AREAS AND AMENITIES IN THE PROJECT:

a. The Promoter shall provide essential maintenance services to common areas / amenities / facilities from the date of completion of the Project or intimation on the unit being ready for occupation whichever is earlier at reasonable cost, by themselves or through any other agency appointed by the Promoter for a period of 3 months.

b. The Parties may mutually agree to execute an independent maintenance agreement at the time of handover of the Apartment with the Promoter or nominated maintenance agency. The rights, duties and obligation of maintenance of the Common Areas and amenities provided in the Project may be captured in the said maintenance agreement ("Maintenance Agreement"). The Promoter shall deduct the monthly maintenance charges from the Maintenance Advance, if any collected.

c. Any capital expenditure for providing additional amenities shall be met out by the Promoter from and out of the Corpus Fund with the consent of the association of Allottee(s).

d. The capital expenditure spent of the Corpus Fund shall be replenished by raising pro-rate demand and collection from each Allottee, if the Allottee defaults in making the proportionate Corpus Fund the Promoter shall be entitled to collect the prescribed interest for the due payments.

e. The Allottee along with the other allottees of the Project shall ensure that the Owners Welfare Association is formed as per the provisions of the Tamil Nadu Apartment Ownership Act, 1994 ('Owners' Association'). The Promoter shall render its co-operation and facilitate in formation of the Owners Association. In the event of default of the Allotee along with the other co-

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allotees to form the Owners Association within a period of ninety (90) days of such intimation by the Promoter, the Promoter shall be absolved from all liabilities towards maintenance of the Project.

f. The Promoter shall render proper accounts to the Owners Association at the time of handover of the maintenance with respect to the spending from Advance Maintenance charges and Corpus Fund collected.

g. Subsequent to the taking over of maintenance by the Owners Association, the Allottee shall continue to pay all costs, charges, expenses, relating to the management, maintenance and upkeep of common areas and common facilities / amenities including but not limited to WTP, Lifts, Motors, pumps, network cablings etc., within the Project on pro-rata basis or in another manner as deem fit by the Association. The Promoter shall not be liable for any shortcomings or deficiency thereof, in any manner whatsoever.

h. It is specifically agreed by the Allottee that the Allottee shall pay their pro-rata maintenance charges for the common areas, common amenities / facilities in the Project in time and without any delay and in the event of the Allottee's inability to pay the maintenance charges or any default or delay in payment of maintenance charges and deposits if any, the Allottee may be deprived of his/her/its/their rights to enjoy the common facilities and amenities. In addition to that, such defaults will be displayed in the notice board within the Project.

i. The Allottee(s) and the Owners Association shall renew the licences, annual maintenance charges etc. for all the common area equipments such as lifts, power generator, fire equipment, water treatment plant, motors etc. and shall be solely responsible for all the liabilities arising due to such failure and shall keep the Promoter fully indemnified against the same.

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7. SANCTIONS AND APPROVALS :

a. The statutory approvals, including State and Central Government approvals / permissions including amendments / modifications / alterations, its departments, local bodies, authorities, Director of Town and Country Planning, Local Planning Authority, TNEB, Coimbatore City Municipal Corporation, and all other concerned authorities, may mandate the Promoter to handover certain percentage of land to the statutory authorities concerned, as a condition for granting approval. The Promoter shall have absolute discretion to determine and identify the portion of the land to be handed over for complying with the terms and conditions of statutory approvals.

b. The Promoter hereby covenants that the Project shall be constructed as per the approved building plan or any modification thereof or such allowed modifications or necessitated as per the instruction of the Architects.

c. The Allottee is aware that the present plans sanctioned by the competent authority is valid for specific term, the promoter shall be responsible to get the approvals duly renewed or modified, the Allottee hereby give their specific consent and empower the promoter to file necessary renewal or modification application with the appropriate authority and to comply with any statutory requirement for such renewal.

8. DEFECTS LIABILITY:

The Promoter shall rectify any structural defects with respect to the Apartment (normal wear and tear is exempted), which shall not be as the result of any commission or omission of the Allottee, any damages caused due to the acts of god or natural calamities or fire accidents, any wilful or accidental damages caused, any damages caused due to tampering by the Allottee, brought to the notice of the Promoter within 5 years from the date of intimating the readiness to handover of the Apartment and thereafter no

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claim shall be entertained against the Promoter in respect of any alleged defective work in the Apartment and/or Project under any circumstances. The above liability of the Promoter shall be restricted only to rectify / repair the above defects and any consequential damages will not be covered under this Agreement. Structural defects shall not include plastering hairline crack, shade variations etc.. Third party warranty on products such as electrical, plumbing and other ancillary fit outs shall be governed by the terms and conditions provided by the manufacturer of the respective products.

9. LOANS AND FINANCIAL ASSISTANCES :

a. All the payments to be paid under this Agreement by the Allottee to the Owner / Promoter, apart from the loan amount, shall be paid directly by the Allottee to the Owner;

b. All the loan amount/s, availed by the Allottee, shall be directly disbursed / released by the bank / financial institution to the Owner and the same shall be treated as payments made on behalf of the Allottee;

c. Not withstanding whether the loan is obtained or not, the Allottee shall still be liable to pay to the Owner on the due dates the relevant instalments and all other sums due under this Agreement and in the event, if there is any delay and or default is made in payment of such amount/s, the Allottee shall be liable for the consequences including payment of delayed payment charges on the outstanding payment as provided in this agreement.

10. RIGHTS AND DUTIES OF THE ALLOTTEE :

a. The Allottee without the prior written consent of Promoter shall not have the right in any way to assign or transfer the interest under this Agreement at any time before registration of sale deed for the Schedule 'B' and Schedule 'C' Property.

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b. While the Allottee would have absolute and exclusive ownership / possession / enjoyment of the Apartment, after handing over, the Allottee's right, title and interest in the common areas shall be enjoyed in concurrence with other owners / residents of other apartments in the Project, who would be equally entitled to the common amenities / facilities / easements available in the Project, all costs of repairs / maintenance of which common enjoyments shall be shared by all the owners, including the Allottee as per the articles / regulations / bye-laws of the Association to be formed by all the apartment owners in the Project.

c. It is abundantly made clear that all the service lines, ducts, watercourses and other facilities passing through the Said Land shall be treated as common to all the owners, which shall be maintained by the Association. The owners of the apartments shall not object to the common services passing through their respective apartments and allow the service persons to do the maintenance services in the areas through which the services are passing through.

d. The Allottee shall adhere to the maintenance and usage guidelines provided by the Association to maintain harmonious community living and ensure that rights and enjoyment of other apartment owners are not affected.

e. The Allottee covenants not to make any alteration in the structure of the Apartment, which may affect directly or indirectly, the structural safety & stability and the aesthetic elevation of the building complex.

f. The Allottee or their tenants (Occupants) and/or Association shall not, at any time, encroach and carry on in the common areas or within the Schedule "A" Property, any commercial trade or business or use it for storage of anything which is offensive in nature, hazardous or inflammable or is likely to be a nuisance or danger or diminish the value or the utility of the other portions of the building in the Project in occupation of

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the owners of other apartments or their successors in title and further shall not do or commit any activity which is unlawful and anti - social.

g. The Allottee shall either in his/her/its/their individual capacity or as a member of the Association / Society, after its formation, come to an understanding with the other owners of the apartment shall operate and maintain all the essential amenities like WTP, Genset, firefightingequipment's, elevator, Rain water harvesting etc either individually or through the Association whenever required and in good running condition. It is the responsibility of the Allottee and or the Association to ensure proper assistance to the government officials concerned during periodical inspection.

h. The Allottee shall not either in his/her/its/their individual capacity or as a member of the Association, after its formation, come to an understanding with the other owners of the apartment to utilize the common areas for commercial purposes or for earning income from outsiders.

i. The Allottee agrees to sign from time to time all papers and documents and to do all things as the Promoter may require, for the effective completion of the construction and in matters connected with obtaining, erecting and providing the infrastructural facilities like water, sewerage, electricity, etc..

j. The Allottee shall not encroach upon the common areas.

k. The Allottee shall not decorate the exterior of the proposed buildings in the Project otherwise than in a manner agreed to by the majority of the apartment owners with the prior permission of the Association.

l. The Allottee shall not put up any temporary or permanent structure anywhere in the Project nor change the elevation of the proposed buildings.

m. The Allottee shall not make any alterations in the structural feature of the proposed building like R.C.C. Flooring, Roofing,

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columns and external walls during \ after completion, including the parking space allotted.

n. The Allottee shall use the Apartment only for residential purposes and not to use for any other purposes and for business prohibited by law.

o. The Allottee shall not cause any nuisance to the other occupants of proposed apartments in the Project.

p. The Allottee shall have no right to hinder the progress of construction of the residential apartment buildings in the Project or any part thereof under any circumstances whatsoever, and at whatever stage of construction.

q. The Allottee shall give all necessary support, assistance to the other apartment owners /Association. The supporting common walls and roofs and all common areas of the buildings in the Project shall be maintained and repaired in common by all the owners of the apartments in the Project.

r. The Allottee shall park their cars / vehicles only at the specific car parking space allotted to the Allottee and not at any other place around the building and shall use the Car Parking space only for parking their vehicles and shall not use the parking space for other purposes including storage of materials.

s. The Allotee(s) shall at no point of time encroach upon the common driveways or put up any structure which could be in violation to any of the rules and regulations and could hamper the free movement of vehicles or fire trucks.

11. RIGHTS AND DUTIES OF THE PROMOTER :

a. The Promoter doth hereby covenant with the Allottee that the Schedule 'B' Property agreed to be conveyed and transferred by the Promoter to the Allottee is free from all encumbrances and defects in title and that the Promoter have full and absolute power to convey and transfer Schedule B property.

For Elysium Properties India (P) Ltd.

(Authorised Signatory)

PROMOTER **ALLOTTEE**

b. The Promoter undertakes to develop the Project with good workmanship using standard materials, through its own labour, materials, tools, machineries and other equipment for the purpose of construction, or by appointing contractors / sub – contractors, engineers and supervisors at their choice and to take steps to complete the Schedule C Property within the time stipulated for completion of the same.

c. The Promoter will provide only electrical points and the fire-fighting equipment in the common areas as provided in the existing fire-fighting code/regulations, but does not include the cost of electric fittings, fixtures, geysers, motors, electric and water meter etc., which may be installed by the Allottee at its own cost as well as the charges for water and electricity consumption. If, due to anysubsequent legislation/government order or directives or guidelines or if deemed necessary by the Promoter or any of its nominees, additional fire safety measures are undertaken, then the Alloteeagrees to pay the additional expenditure incurred thereon on pro rata basis along with other Allotees as determined by the Promoter.

12. NAME OF THE PROJECT :

The Project to be developed by the Promoter in the Schedule "A" Property is named as "**Elysium Celeste**", which shall not be changed / altered by the Allottee at any point of time. The Promoter is expressly permitted to display, at all times, the name and logo of the Project along with the name of the Promoter or their group companies, upon the Project in such location and in the style and format of the Promoter's choice. The Promoter shall have exclusive proprietary and other rights, title and interest on such name.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas,

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PROMOTER **ALLOTTEE**

garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE

Use of Stilt and Service Areas: The Stilt and service areas, if any, as located within the **"Elysium Celeste**", shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the stilt floor in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the allottees for rendering maintenance services.

15. INDEMNITY

The Parties hereto shall keep each other fully indemnified and harmless against any claim, loss, liability, cost, action or proceedings, that may arise against either Party on account of any willful act or omission on the part of the other party or on account of any failure on the part of either party to discharge its liabilities/ obligations herein save and except in case of force majeure.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC., BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall

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(Authorised Signatory)

PROMOTER **ALLOTTEE**

comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/ at his/ her own cost.

17. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

18. APARTMENT OWNERSHIP ACT

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Tamil Nadu Apartment ownership Act, 1994 and Allottee shall comply with the compliance as required under the Apartment Ownership Act.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules, 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.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE ON 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

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arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

22. WAIVER NOT A LIMITATION TO ENFORCE

a. The Owner / Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Owner / Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Owner / Promoter to exercise such discretion in the case of other Allottee(s).

b. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

23. 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.

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

For Elysium Properties India (P) Ltd.

(Authorised Signatory)

PROMOTER **ALLOTTEE**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the apartments in the Project.

25. 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.

26. 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 Coimbatore 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 Coimbatore**.**

27. NOTICES

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/ e-mail/ courier at their respective addresses specified below**:**

For Elysium Properties India (P) Ltd.

(Authorised Signatory)

PROMOTER **ALLOTTEE**

Allotte(s)	Promoter
	Elysium Properties India Private Limited **B-2, Elysium Towers, Door No:21, ATT Colony,** **Coimbatore – 641018.**

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.

28. 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 to consider as properly served on all the Allottee(s).

29. 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.

30. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to theterms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under RERA.

For Elysium Properties India (P) Ltd.

(Authorised Signatory)

PROMOTER **ALLOTTEE**

The OWNER/s is/are still alive, and Power of Attorney registered vide document No. 3194/2022, Dated 26.04.2022 is still in force.

SCHEDULE OF PROPERTY

SCHEDULE - A

All that piece and parcel of land known as site no.13 of block no.14, In the Mettupalayam –Thadagam extension in old ward no.8, new ward no.19, of Coimbatore town, later municipal ward no.11, present ward no.13, East Ponnurangam road, situated in Coimbatore in the registration sub - district of Coimbatore, in the registration district of Coimbatore bearing parts of town surveys nos. 3176, 3177, 3178, 3179, 3180, 3181, 3182, 3183, 3184 of ward no.7.(New T.S.No.1084, Block No:29, Ward No.8G)

Measuring:

174 feet North to South on the East

47 feet East to West on the South

174 feet North to South on the West and

47 feet West to East on the North

Bounded on:

North by East to West 40 feet road in T.S No. 1069

East by site no.14, of block no.14 (New T.S.No.1085, Block 29)

South by site no.22, of block no.14 (New T.S.No.1091, Block 29)

For Elysium Properties India (P) Ltd.

(Authorised Signatory)

PROMOTER **ALLOTTEE**

West by site no.12, of block no.14 (New T.S.No.1083, Block 29)

In total measuring an extent of 8178 Sq.Ft along with all the easementary and appurtenant rights and all common rights pertaining to the property.

The Property is situated with the Coimbatore Corporation limits.

SCHEDULE 'B'

..... Sq. Ft., of undivided shareof land in the "Schedule-A" Property together with all easement rights and all appurtenances attached thereto.

The aforesaid property is situated within Coimbatore City Municipal Corporation limits.

SCHEDULE 'C'

All that piece and parcel of**.....** facing residential flat bearing **Flat No.....** measuring **..... Sq. Ft. Of Carpet Area (.....Sq.Ft Super Built Up Area)** on the **..... Floor** of the building consisting of stilt plus 5 floors in the multi - storeyed residential Apartment known as **Elysium Celeste** to be constructed on the SCHEDULE-A PROPERTY.

The aforesaid property is situated within the revenue jurisdiction of Coimbatore City Municipal Corporation in Mettupalayam – Thadagam extension in old ward no 8, New ward no 19, of Coimbatore town, later municipal ward no.11, present ward no.13, East Ponnurangam road, situated in Coimbatore.

For Elysium Properties India (P) Ltd.

(Authorised Signatory)

PROMOTER **ALLOTTEE**

SCHEDULE D

PAYMENT PLAN

S.No	Description	Percentage	Amount
1	Booking	20%	
2	Sale Agreement	30%	
3	Completion of Foundation	10%	
4	1st Floor Roof Slab	9%	
5	3nd Floor Roof Slab	9%	
6	5th Floor Roof Slab	9%	
7	Brickwork & Plastering	6%	
8	Flooring	5%	
9	Handover	2%	

ANNEXURE

STRUCTURE

- Stilt plus 5 storied RCC framed structures with block masonry walls
- Seismic zone compliant structure
- Multilevel car parking
- Water proof plastering for external walls

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(Authorised Signatory)

PROMOTER **ALLOTTEE**

FOYER/LIVING/DINING

• Premium quality tile flooring and skirting

• Premium emulsion paint for walls and ceiling

BEDROOM/CORRIDOR

• High quality vitrified tile flooring and skirting

• Laminated wooden flooring for master bedroom

• Premium emulsion paint for walls and ceiling

TOILETS/PLUMBING

• Designer antiskid tile flooring

• Designer ceramic tiling for walls

• All sanitary fittings will be Roca/American standard or equivalent.

• Provision for exhaust fan & geyser in all toilets

• Granite vanity counter in master bedroom toilet

• Concealed master control cock from inside for easy maintenance.

• Fully concealed PVC, CPVC & UPVC pipe for cold and hot water

KITCHEN

• High quality vitrified tile flooring and skirting

• Superior quality glazed tiling for walls

• Granite kitchen platform with stainless steel sink with drain board

• Provision for chimney. dish washer and water purifier.

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PROMOTER **ALLOTTEE**

Electrical

• Weather resistant concealed wiring

• Complete MCB protection for each flat

• Adequate lighting and plug points

• Television and telephone points for living and master bedrooms

• All electrical switches will be Legrand, Havells, Panasonic or equivalent

• All electrical wires and cables will be Finolex / Polycav or equivalent

• Three phase electricity connection

• Provision for air conditioner in all bedroom

COMMON AREAS

• High speed passenger lift

• MS/SS hand rails for staircase

DOORS AND WINDOWS

• Solid wood frames and panelled shutter for main door

• Moulded flush doors with veneer finish for bed rooms

• FRP doors with water proof laminated doors for bathrooms

• UPVC frames with glass shutters for all the windows and ventilators

OTHER FEATURES

• Elegant lift cladding in granite, decorative tile or marble

• Automatic fire sprinklers & hydrant systems in common areas

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PROMOTER **ALLOTTEE**

- Round the clock security with CCTV monitoring
- Water treatment plant
- Intercom facilities
- 24x7 power back up for common area

IN WITNESS WHEREOF PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT IN THE PRESENCE OF THE FOLLOWING WITNESS ON THE DAY AND MONTH HEREIN ABOVE WRITTEN.

PROMOTER **ALLOTTEE**

WITNESSES :
1.

2.

PREPARED BY :-

For Elysium Properties India (P) Ltd.

(Authorised Signatory)

PROMOTER **ALLOTTEE**



our services doesn't just end there

Buying & Selling Services

Property Buying Assistance, Property Selling Support, Market Price Analysis, Owner Outreach and Negotiation.

Legal & Documentation Services

Certified EC, Patta, legal opinions, property verification, due diligence, litigation solutions, and legal heir certificates.

Property Development & Approvals

Building plan approvals, construction, layout and sub-division approvals, zone conversion, and occupancy certification.

NRI & Investment Services

Escrow Services, Rentals, Litigation Solutions, Property Valuation and Property Management

Compliance & Special Services

Demolition, Vaasthu checks, regularization of unauthorized buildings, and office space solutions.



empowering your real estate decisions with smart tools

Property Valuation & Cost Estimation

Guideline Value, Apartment Composite Value, Stamp Duty & Registration Fees Calculator, Building Value Calculator, Capital Gains Calculator, Area Unit Converter, Length Unit Converter

Ownership, Compliance & Legal Verification

Encumbrance Certificate (EC) Search, Find Your SRO, Temple Property Check, WAQF Property Check, View Patta/Chitta, View FMB, Patta Analyzer, EC Analyzer

Zoning & Land Use Analysis

Land Use Zone Finder, CRZ Zone Check, Aquifer Zone Check, CBA Check, EWS Check, Road Width Check, Proposed Road Widening Check, FSI Calculator

Property Documentation & Workflow Tools

Forms & Templates, Document Generator, Document Translation, Dictionary

Vastu & Property Management Tools

Home Vastu Shastra, Plot Vastu Shastra, Property Management

Verified RealEstate™

We're honored to be part of your real estate journey

3/350/2 Mettukuppam,
OMR Thoraipakkam,
Chennai, India

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