

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at Thane this [●] day of [●], 2022.

BETWEEN

COURTYARD REAL ESTATE PRIVATE LIMITED, a company incorporated under the provisions of Companies Act 1956 and deemed existing company under the provisions of Companies Act, 2013, having its registered office/principal place of business at Windsor, 1st floor, C.S.T. Road, Kalina, Santacruz (East), Mumbai – 400098, hereinafter referred to as the "**the Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **ONE PART**

AND

Mr./Mrs. [●] (PAN [●]) and Mr./Mrs. [●] (PAN [●]) having their address at [●], hereinafter referred to as "**the Allottee**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns; and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor; and in case of a Hindu Undivided Family (HUF), the Karta and all the co-parceners/members of the HUF from time to time, , their respective heirs, legal representatives and the surviving co-parcener/member of the HUF and the heirs, executors, administrators and permitted assigns of such surviving co-parcener/member; in case of a Public Charitable Trust, all trustee/s from time to time constituting the said Trust, the surviving trustee and the heirs, executors and administrators of the surviving Trustee and his/her assigns and; in case of a Private Trust/Settlement, all trustees constituting the said Trust from time to time, beneficiaries and the heirs, executors and administrators of the surviving trustee or beneficiary and permitted assigns and; in case of a body corporate/company/Limited Liability Partnership, its successors and permitted assigns) of the **OTHER PART**

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

WHEREAS:

- A. The Promoter is the owner of and is seized and possessed of and otherwise well and sufficiently entitled to undertake the development of all those pieces and parcels of land or ground bearing Survey Nos.281 Hissa No. 2/A (part), Survey No. 288 Hissa No. 2/D (part), and Survey No. 283 Hissa No. 1 (part) admeasuring approximately 26,092 square meters as per the 7/12 Extract and 26,332.14 square meters as per title deeds lying, being and situate at Village Majiwada, Taluka Thane in the District of Thane and more particularly described in the **First Schedule** hereunder written and delineated by red colour boundary line on the plan annexed and marked as **Annexure "1"** hereto, and hereinafter referred to as "**the Larger Land**". The details pertaining to the title of the Promoter to the Real Estate Project (defined below) are set-out in the Title Certificate dated [●] issued by M/s Wadia Ghandy & Co., Advocates and Solicitors.
- B. The details pertaining to the title/rights/entitlement of the Promoter to the Larger Land is as follows-
 - (i) The statutory approvals mandatorily require the Promoter to handover certain stipulated percentage of the Larger Land to the concerned authorities or develop the same as public amenity. The Larger Land is affected by amenity (to be developed and handed over to TMC) and a portion of the Larger Land is also getting affected by road set back due to road widening of Pokharan Road No. 2. The Promoter has handed over (i) a portion of the Larger Land admeasuring 8750 square meters towards public amenity and 1460 square meters towards road set back; and (ii) another portion of the Larger Land admeasuring 768.26 square meters towards

PROMOTER

ALLOTTEE(S)

further land affected by 40M wide Pokharan Road No. 2, and balance area of the Larger Land after deducting the aforementioned handed over area is described in the **Second Schedule** written hereunder. The Promoter may be required to hand over further portions of land towards road set-back or for any other purpose as may be required by the Thane Municipal Corporation in such a case the area of the Larger Land remaining after such handing over, will constitute the Second Schedule and such area would be transferred to the Apex/Societies.

- (ii) The details of the litigations presently subsisting in respect of the said Larger Land are disclosed of the RERA website of the Real Estate Project and Promoters shall update the same in timely manner to provide status of the said litigations to all concerned.
- C. The Promoter is entitled to construct buildings on the Larger Land in accordance with the Recitals hereinabove.
- D. The Promoter is undertaking the development of the Larger Land in a phase-wise manner.
- E. The Promoter proposes to develop on a portion of the Larger Land a multi-storied building for residential cum commercial and retail use, being Building No. 2 as a phase of the Whole Project in accordance with the plans approved/to be approved by the Thane Municipal Corporation ("TMC") ("the said Building").
- F. The development of the said Building is one of the phases of the Whole Project (as defined below) being constructed on a portion admeasuring 733.28 square meters ("said Land") forming part of the Larger Land and is proposed to comprise of Basement 1 + Basement 2 + Basement 3 + Ground plus first floor retail premises + Amenity Floor + Service Floor + upto 36 upper habitable floors **out of which** only a part of the said Building comprising of the Amenity Floor + Service Floor + up to 36 upper residential floors (excluding the retail premises located in Ground plus first floor) in the said Building proposed as a "real estate project" known as '**Asteria B**' by the Promoter and has been registered as a 'real estate project' ("the Real Estate Project") with the Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules"). The Authority has duly issued the Certificate of Registration No. [●] dated [●] for the Project and a copy of the RERA Certificate is annexed and marked as Annexure "2" hereto.
- G. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee has agreed and consented to the development of the Whole Project. The Allottee has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.
- H. The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, are briefly stated below-

 - (i) The said Real Estate Project has been presently sanctioned/approved by the TMC for Amenity Floor + service floor + 26 upper residential floors.
 - (ii) The Real Estate Project shall comprise of units/premises consisting of apartments/flats/units.
 - (iii) The development of the Real Estate Project shall constitute a mix of users of residential, retail, commercial and such other user, development as may be permitted under the applicable law.

PROMOTER

ALLOTTEE(S)

- (iv) Total FSI of [●] sq. mts corresponding to 26 upper floors has been currently proposed to be consumed / utilized in the construction and development of the Real Estate Project. The Developer, if permissible, will be at liberty to further expand the same to a total FSI of [●] Sq. Meters corresponding to 36 upper floors without any recourse and concurrence of the Allotees.
- (v) Adjacent to the said Building, the Promoter is constructing Building No. 1 which is proposed to comprise of Basement 1 + Basement 2 + Basement 3 + Ground plus first floor retail + Amenity Floor + Service Floor + upto 36 upper residential floors as another phase of the Whole Project (“**Building No. 1**”). The Amenity Floor of the Real Estate Project and the Amenity Floor of Building No. 1 shall be constructed as a common amenity floor for both the said Building and Building No. 1 (“**Common Amenity Floor**”). The Common Amenity Floor shall be constructed by utilizing the FSI of [●] and the Promoter proposes to develop a Club House and provide therein the amenities as may be decided and finalized by the Promoter (“**Amenity Floor Club House**”) in which the Allottee/s may be admitted as a member along with other allottee/s of the Real Estate Project on chargeable basis by paying such annual/one-time fee as shall be levied by the Promoter and/or its transferees from time to time. Since the Common Amenity Floor has been constructed by utilizing the FSI, the Promoter shall retain the ownership of the Common Amenity Floor and shall not be required to convey the same to handover and/or convey the same to the Society and/or the Apex Body. The Promoter shall be entitled to deal with and dispose-off the Common Amenity Floor in the manner Promoter deems fit and proper. The Promoter reserves the right to give membership of the Amenity Floor Club House to the occupants of the Other Buildings or any other persons at its sole discretion and on such fee and terms and conditions that the Promoter deems fit and proper. The Allottee/s and all other members of the Amenity Floor Club House shall be governed by the rules of the Amenity Floor Club House and the detailed terms and conditions in this regard shall be finalized and intimated by the Promoter.
- (vi) The common areas, facilities and amenities in the Real Estate Project and the specification of the materials to be used / may be used by the Promoter in the Real Estate Project are listed in the **Third Schedule** hereunder written “**Real Estate Project Amenities**” which shall be completed/ delivered with the completion of the Real Estate Project.
- (vii) The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee are listed in the **Fourth Schedule** hereunder written “**Whole Project Amenities**”.
- (viii) The Promoter hereby confirms having made provision for car parking spaces in respect of the Real Estate Project in 3 (three) levels of the said Building.
- (ix) The Promoter shall be entitled to put hoarding/boards of their brand name “**Courtyard**” including displaying company names and logos of both promoter groups, in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites.
- (x) The Promoter shall be entitled to construct in, over or around or above the terrace of the Real Estate Project any additional area or facility as may be permitted within the rules of the TMC and/or any other authority and shall be solely entitled to operate and manage the same. It is clarified that such additional area or facility as mentioned hereinabove shall form part of the Real Estate Project Amenities.
- (xi) The Promoter shall be entitled to designate any spaces/areas in the Real Estate Project (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility

PROMOTER

ALLOTTEE(S)

services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee and other allottees of apartments/flats in the Real Estate Project and/or other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc. The service areas located within the Real Estate Project shall be earmarked by the Promoter including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps, and equipment, etc. and other permitted uses as per the zoning plans/building plans. The Allottee shall not be permitted to use the service areas, etc. in any manner whatsoever and the same shall be reserved by the Promoter for rendering maintenance services.

- (xii) The Promoter shall register the balance phases as independent real estate projects besides the Real Estate Project, from time to time.
- (xiii) It is agreed that pursuant to the Real Estate Project being registered with the RERA Authority and the proposed layout of the Whole Project being disclosed to the allottees by way of this Agreement and the representations made to the RERA Authority, no further consent will be required by Allottees for the development of the Real Estate Project and the Whole Project.
- (xiv) The details of formation of the Society, and, conferment of title upon the Society with respect to the Real Estate Project, are more particularly specified in Clauses 14 and 16 below.

The above details along with the annexures to the RERA Certificate are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

- I. The principal and material aspects of the development of the Larger Land ("Whole Project") as disclosed by the Promoter are briefly stated below-

- (i) The area of the Larger Land after deduction of Amenity space and area falling/proposed to fall under road or to be handed over as per statutory authorities is being developed in a phase-wise manner.
- (ii) Total FSI of 1,50,000 square meters is proposed for the Whole Project ("said FSI").
- (iii) The Whole Project consists of the following other Buildings apart from the said Building which have been registered as individual real estate projects and which have been completed and the occupation certificates in respect thereof have been granted ("Other Buildings"):
 - (a) Building No. 1 which is proposed to comprise of Basement 1 + Basement 2 + Basement 3 + Ground plus first floor retail premises + Amenity Floor + Service Floor + up to 36 upper residential floors as another phase of the Whole Project in accordance with the plans approved/to be approved by the TMC.

The Promoter has disclosed that (i) the Amenity Floor + Service Floor + upto 36 upper residential floors of Building No. 1 are proposed as a separate real estate project; and (ii) the commercial and retail premises located on the ground plus first floors of the said Building and Building No. 1 shall be a separate phase of the Whole Project and shall be registered as a separate real estate project.

- (b) Building No. 3 named "Rozanne" having Basement 1 + Basement 2 + Stilt + 29 upper floors in respect of which the Occupation Certificate has been obtained on 13.04.2022.

PROMOTER

ALLOTTEE(S)

- (c) Building No. 4 named "Florence" having Basement 1 + Basement 2 + Stilt + 29 upper floors in respect of which the Occupation Certificate has been obtained on 02.05.2019.
- (d) Building No. 5 named "Onyx" having Basement 1 + Basement 2 + Stilt + 29 upper floors in respect of which the Occupation Certificate has been obtained on 21.11.2019.
- (e) Building No. 6 named "Ivy" having Basement 1 + Basement 2 + Stilt + 29 upper floors in respect of which the Occupation Certificate has been obtained on 02.05.2019.
- (f) Building No. 7 named "Ornella" having Basement 1 + Basement 2 + Stilt + 29 upper floors in respect of which the Occupation Certificate has been obtained on 21.11.2019.
- (iv) The Allottee has perused a copy of the Proposed Layout Plan ("Proposed Layout") and the same is annexed to this Agreement as Annexure "6", the said Layout Plan specifies the location of the Other Buildings built/to be built on the Larger Land, this Layout Plan also shows the locations where common areas, facilities and amenities, reservations and other open and built-upon spaces are proposed to be situate.
- (v) As mentioned at Recital H above, the Whole Project Amenities that may be usable by the Allottees are detailed in the Fourth Schedule hereunder written.
- (vi) The said Building and the Other Buildings will form part of the Whole Project, and will be provided with certain limited common areas and facilities, including club houses, swimming pools, gymnasiums etc. ("Limited Amenities"). The Limited Amenities shall not only be available to the Allottees/Occupants of Apartments / flats in the Real Estate Project but will also be available for use / enjoyment for allottees/occupants of the Other Buildings.
- (vii) As per the norms under the UDCPR, the Promoter shall make car parking space/s in the form of independent (enclosed/covered/uncovered) and/or otherwise in the Whole Project.
- (viii) The Promoter shall be entitled to designate any spaces/areas in the Whole Project (including on the terrace and basement levels of such towers comprised in the Whole Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base substations, towers etc.
- (ix) The scheme and scale of development proposed to be carried out by the Promoter on the Larger Land will be in accordance with applicable law as amended from time to time.
- (x) The Promoter shall be entitled to put hoarding/boards of their Brand Name viz. "**Courtyard**" including displaying company names and logos of both promoter groups, in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Land and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites.
- (xi) The Promoter shall be entitled to confer title of particular building to such Societies,

PROMOTER

ALLOTTEE(S)

as mentioned at Clause 16 below.

- (xii) The details of formation of the Apex Body, and, conferment of title upon the Apex Body with respect to the Larger Land and all common areas, facilities and amenities, basements, podiums and other spaces and areas on the Larger Land (excluding the Common Amenity Floor as disclosed).
- (xiii) The nature of development of the Larger Land will be phase wise and would constitute a mixture of users as may be permissible under applicable law from time to time. The users can include but are not limited to Residential, Commercial, Industrial, Retail and Hospitality.
- (xiv) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Larger Land, as provided under the Proviso to Rule 4(4) of the RERA Rules.
- (xv) The Promoter is entitled to amend, modify and/or substitute the Proposed Development of the Larger Land (defined below), in full or in part, as may be required by the applicable law from time to time.

The above details and further aspects of the proposed future and further development of the Larger Land are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

- J. The Allottee is desirous of purchasing on ownership basis, residential premises/flat bearing No. [●] on the [●] floor of the Real Estate Project and shown in red hatched lines on the typical floor plan annexed hereto as **Annexure “9”** (hereinafter referred to as “**the said Premises**”)
- K. The Promoter has entered into standard Agreement/s with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- L. The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project.
- M. The Promoter has the right to sell the Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee of the Premises to receive the sale consideration in respect thereof.
- N. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Larger Land, and the plans, designs and specifications prepared by the Promoter's Architects, Messrs. Saakaar Architects, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter-alia* the following:-
 - (i) Letter of Intent bearing No. 1897 dated 07.07.2022 is annexed hereto as **Annexure “3”**
 - (ii) CFO NOC dated bearing No. TMC/CFO/M/HR/39/25 dated 09.05.2022
 - (iii) Sanction of Development dated 28.03.2022 is annexed hereto as **Annexure “4”**
 - (iv) Environmental Clearance issued by State Level Environment Impact Assessment Authority bearing no. SIA/MH/MIS/67669/2021 dated 18.08.2022
 - (v) Consent to Establish issued by Maharashtra Pollution Control Board (MPCB)

PROMOTER

ALLOTTEE(S)

bearing No. Format 1-0/CC/UAN No. 0000127823/CE/2209000490 dated 11.09.2022

- (vi) Commencement Certificate dated 12.10.2022 is annexed hereto as **Annexure "5"**
- (vii) Sale Certificate dated 31st July, 2015 duly registered with Sub-Registrar of Assurances Thane
- (viii) Certificate of Incorporation pursuant to name change of the Company
- (ix) 7/12 extracts of all Survey Numbers concerning the property
- (x) Legal Title Report dated [●] issued by Wadia Ghandy & Co. is annexed hereto as **Annexure "8"**

O. The authenticated copies of the 7/12 Extract with respect to the balance portion of the Larger Land, described in Second Schedule is annexed and marked as **Annexure "7"** hereto.

P. A Copy of the Title Certificate dated [●] issued by Advocates and Solicitor referred in the Legal Title Report certifying the right/entitlement of the Promoter has been given inspection to the Allotees and the same has been perused by the Allotees.

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

R. Further, requisite approvals and sanctions if any, for the development of the Real Estate Project from the competent authorities will be obtained as and when the same is required.

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

T. Prior to execution of this Agreement, the Allottee has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Developer to develop the Real Estate Project and the Whole Project, and such title being clear and marketable; (ii) the approvals and permissions (including Letter of Intent and CC) obtained till date and (iii) the Promoter's entitlement to develop the Real Estate Project and the Whole Project and to construct the Real Estate Project thereon as mentioned in this Agreement including at Recital H above and applicable law and sell the premises therein. The Allottee undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee has/have the financial capability to consummate the transaction.

U. The carpet area of the said Premises as defined under the provisions of **RERA**, is [●] square meters (equivalent to [●] square feet) which is inclusive of internal unfinished walls and columns offsets of the said Premises.

V. 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.

W. The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase

PROMOTER

ALLOTTEE(S)

and acquire from the Promoter the said Premises, at or for the price of **Rs. [●]/- (Rupees [●])** and upon the terms and conditions mentioned in this Agreement ("Sale Consideration"). Prior to the execution of these presents, the Allottee has paid a sum of **Rs. [●]/- (Rupees [●])** to the Promoter, being part payment of the Sale Consideration of the Premises agreed to be sold by the Promoter to the Allottee as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge).

- X. Under Section 13 of the RERA, the Promoter is required to execute a written agreement for the sale of the said Premises with the Allottee i.e., this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- Y. This Agreement shall be subject to the provisions of RERA, RERA Rules and all other Rules, Regulations, Office Orders, Circulars and Rulings made thereunder and/or by the Authority/its Appellate Tribunal from time to time.
- Z. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the Premises and covered parking.
- AA. The list of Annexures attached to this Agreement are stated herein below:

Annexure "1"	Plan of the Larger Land
Annexure "2"	RERA Certificate
Annexure "3"	Letter of Intent dated 07.07.2022
Annexure "4"	Sanction of Development / Commencement Certificate dated 28.03.2022
Annexure "5"	Commencement Certificate dated 12.10.2022
Annexure "6"	Layout Plan
Annexure "7"	7/12 Extracts
Annexure "8"	Legal Title Report dated [●]
Annexure "9"	Plan of the Flat (Premises)
Annexure "10"	Plan of the Car Park

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.
2. The Promoter shall construct the Real Estate Project known as 'Asteria-B' being Amenity Floor, Service Floor and a maximum of 36 upper residential floors (excluding the Basement 1 + Basement 2 + Basement 3 + retail premises located in Ground plus first floor) in the said Building, in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the TMC from time to time. The Real Estate Project Amenities that may be usable by the Allottee and other allottees of the Real Estate Project are listed in the Third Schedule hereunder written.

PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Allottee in respect of any variations or modifications which may adversely affect the Premises of the Allottee, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee.

3. Purchase of the Premises and Sale Consideration:

- (i) The Allottee(s) have agreed to acquire from the Promoter, Premises No. [●] situated on the [●] Floor of the Real Estate Project [●] admeasuring about [●] sq. mtrs.

PROMOTER

ALLOTTEE(S)

(equivalent to [•] sq. ft.) carpet area corresponding to [•] sq. mtrs **(equivalent to [•] sq. ft.)** RERA Carpet Area (hereinafter referred to as '**said Premises**'). The said Premises are more particularly described in Fifth Schedule hereunder and showed in red color hatched lines on the floor plan thereof hereto annexed as **Annexure "9"** for the consideration and, on the terms and conditions as set out hereinafter. In addition, the said Premises also has an attached area admeasuring **[•] sq. mtrs (equivalent to [•] Sq. ft.)**, in the form of cupboard and/or flowerbed and/or utility spaces and/or deck and/or terrace and/or niche and/or elevation feature etc., (hereinafter referred to as the "**Attached Area to the said Premises**").

"Attached Area" to the said Premises or "**Independent Area**" means the areas which is within or attached to the Premises and is being allotted to the Allottee(s) of the Premises for his/her exclusive use of that Premises to the exclusion of other Premises users and shall include area of dry balconies.

- (ii) The Promoter shall provide to the Allottee [•] Open/Covered parking spaces situated at [•] and [•] basement levels of the said Building (hereinafter referred to as the "**said Parking Space/s**") shown bounded red colour in Plan annexed hereto as **Annexure "10"**. In case the Parking Spaces are open, the same shall be absolutely free of any consideration and in case the Parking Spaces are covered, the Sale Consideration mentioned in Recital W would be inclusive of consideration towards said covered Parking Spaces. The Allottee/s hereby agree that the Allottee/s shall not have any right to demand from or require the Promoter to allot any specific car parking space/s and the decision on the location of the car parking space will be that of the Promoter alone. The Allottee is aware that just as the Parking Spaces will be for Allottee's exclusive use, similar exclusive usage rights of the respective parking spaces to other allottees of premises shall be granted by the Promoter and that the same shall be binding on the Allottees, his/her nominees and assigns.
- (iii) The Allottee shall use the said Premises or any part thereof or permit the same to be used only for purpose of the permitted user i.e., residential. The Allottee shall use the said Parking Space/s only for purpose of parking vehicle.
- (iv) The total aggregate consideration amount for the said Premises and the manner in which the same has to be paid by the Allottee/s to the Promoter is mentioned in the Sixth Schedule written hereunder ("**the Sale Consideration**"). It is expressly agreed that for the purpose of this Agreement, 20% of the Sale Consideration is earnest money and is referred to herein as "**Earnest Money**". The Allottee has paid before execution of this Agreement part payment of the Sale Consideration in the manner as set-out in Sixth Schedule written hereunder and hereby agrees to pay to the Promoter the balance amount of Sale Consideration in the manner as set-out in Sixth Schedule written hereunder.
- (v) It is clarified that Sale Consideration shall be payable by the Allottee in the Bank Account No. [•] maintained with [•] Bank, [•] Branch, Mumbai with IFSC Code [•] ("**the said Account**").
- (vi) The Allottee shall deduct tax at source ("**TDS**") from each installment of the Sale Consideration as required under the Income Tax Act, 1961 and shall cause the TDS Certificate to be issued in accordance with the Income Tax, 1961 at the earliest. It is clarified that the deduction made in the amount paid by the Allottee to the Promoter under this Agreement on account of TDS shall be acknowledged by the Promoter, only upon the Allottee submitting the original tax deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site. Provided further that if at the time of taking possession of the said Premises, if any such certificate is not produced, the Allottee shall deposit such equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Allottee producing such certificate within 4 (four) months from the Allottee taking possession of the said

PROMOTER

ALLOTTEE(S)

Premises. Provided further that in case the Allottee fails to produce such certificate within the stipulated period of 4 (four) months, the Promoter shall be entitled to appropriate the said deposit unto itself as and by way of receivables from the Allottee.

- (vii) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Goods and Services Tax ("GST") and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including VAT, GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof.
- (viii) The Sale Consideration is escalation-free, save and except escalations / increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- (ix) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Real Estate Project is complete and the Occupation Certificate is granted by the Thane Municipal Corporation (TMC), by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total Sale Consideration payable on the basis of the carpet area of the Premises shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond the defined limit of 3%, then the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee towards Sale Consideration, which shall be payable by the Allottee prior to taking possession of the Premises. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause 3(ix), shall be made at the same rate per square meter as agreed in the Sixth Schedule hereinbelow.
- (x) Notwithstanding anything to the contrary, the Allottee 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. Any payments by the Allottee(s) shall first be adjusted towards interest payable and any other due from the Allottee(s) and the balance, if any, shall be adjusted against the payment which is due against the Purchase Consideration. In case of delay in payment of any amounts as specified above, the Allottee(s) shall be liable to pay additional charges of Rs. 5000/- per installment towards administration charges. The Allottee(s) authorizes the Promoter to adjust/ appropriate all payments made by the Allottee(s) under any head(s) and in any order as the Promoter may deem fit and proper against any outstanding dues of the Allottee(s) under this Agreement.
- (xi) The Allottee is aware that in the event any cheque issued by the Allottee to the

PROMOTER

ALLOTTEE(S)

Promoter with respect to any amounts payable by the Allottee in connection with the said Premises is dishonored/is returned unpaid for whatsoever reason, cheque return charges of Rs.5000/- (Rupees Five Thousand Only) and an amount equivalent to 1% of the cheque amount towards administrative expenses per event will be additionally payable by the Allottee by way of reasonable pre-estimate of damages in the nature of liquidated damages to the Promoter, and not penalty including Service Tax, if any applicable on such charges.

- (xii) The Promoter may allow, in its sole discretion, a rebate for early payments of any installments payable by the Allottee by discounting such early payments at a mutually agreed rate or amount, for the installment which is being preponed. The amount of such mutually agreed rebate shall not be subject to any revision/withdrawal, once agreed by the parties herein.
- (xiii) On a written demand being made by the Promoter upon the Allottee with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default.
- (xiv) If the Allottee enters into any loan/financing arrangement with any bank/ financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in Sixth Schedule hereinbelow (which will not absolve Allottee of its responsibilities under this Agreement).
- (xv) The Promoter shall be entitled to securitise the Sale Consideration and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated. The Promoter shall also be entitled to create charge and/or mortgage with respect to the units/premises/spaces/areas in the Real Estate Project and all its right, title and interest therein; provided however that any mortgage of the said Premises by the Promoter shall be subject to and shall not affect the rights of the Allottee/s with respect to the said Premises.

4. As mentioned in Recital T above, the Allottee has/have carried out its independent due diligence in respect of the development on the Larger Land including the Real Estate Project and has not found any inconsistency in the development/construction of the Real Estate Project, the Whole Project and Larger Land and also in compliance of applicable laws including not limited to the UDCPR. Further, the Allottee/s has satisfied himself/herself/itself/themselves about the title of the Promoter to the Larger Land and the entitlement of the Promoter to develop the Real Estate Project and the Allottee shall not be entitled to further investigate the title of the Promoter and no requisition or objection shall be raised on any matter relating thereto.

5. 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 TMC at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee, obtain from the TMC, the Occupation Certificate or Completion Certificate in respect of the said Premises (as may be applicable).

6. Time is of the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Premises and handing over the Premises to the Allottee after receiving the Occupation Certificate in respect thereof and the Real Estate

PROMOTER

ALLOTTEE(S)

Project Amenities that may be usable by the Allottee and are listed in the Third Schedule hereunder written. Similarly, timely payment of all the amounts payable by the Allottee/s under this Agreement (including the Sale Consideration), is the essence of the contract. An intimation forwarded by the Promoter to the Allottee/s that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoter demonstrating despatch of such intimation to the address of the Allottee/s by e-mail, shall be conclusive proof of service of such intimation by the Promoter upon the Allottee/s, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts. In the event of delay and/or default on the part of the Allottee/s in making payment of any GST, Service Tax, VAT, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoter under this Agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottee/s, the said unpaid tax, levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

7. FSI, TDR and development potentiality with respect to the said Building on the Land:

- (i) The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed at Recital H above and as depicted in the layout plans, proformas and specifications Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.
- (ii) The ownership of the Common Amenity Floor constructed by utilizing the FSI of [•] square feet shall be retained by the Promoter and the Promoter shall be entitled to deal with and dispose-off the Common Amenity Floor in the manner Promoter deems fit and proper.
- (iii) The commercial and retail premises located on the Ground plus first floor of the said Building along with the commercial and retail premises located on the Ground plus first floor of Asteria A shall together constitute a separate phase of the Whole Project and shall be registered as a separate real estate project and shall be conveyed to a separate Society formed in respect thereof.

8. FSI, TDR and development potentiality with respect to the Larger Land/ Whole Project:

- (iv) It is hereby expressly clarified, agreed and understood that the Promoter shall have the exclusive, absolute, irrevocable, unconditional and unrestricted right to develop the Larger Land by utilizing the said FSI as reflected in Recital I. The said FSI shall be utilized to construct the said Real Estate Project and the Other Buildings as reflected in the Layout Plan being Annexure 6 hereto and in Recital I hereinabove.
- (v) The Promoter shall be exclusively entitled to utilise, exploit and consume the entire inherent development potential of the Larger Land (including by way of FSI and Transfer of Development Rights (“TDR”) nomenclatured in any manner including additional/incentive/special/premium/fungible/compensatory FSI), as well as any further/future development potential capable of being utilised on the Larger Land or any part thereof (including FSI/TDR nomenclatured in any manner and purchased TDR), whether balance or increased, at present or in future, and as may arise due to any reason including change in applicable law or policy. Such development potential shall vest with the Promoter and has been reserved by the Promoter unto itself, and may be utilised by the Promoter as the Promoter deems fit. The Promoter shall always be the owner and will have all the rights, title, interest in respect of the unsold premises, unallotted/unassigned car parking spaces, common areas facilities and amenities open spaces, lobbies, staircases, terrace, swimming pool, gymnasium, or any similar facility/ies and all other areas, etc. The Allottee/s will not have any right, title, interest, etc. in respect of the common areas and such other areas as may be

designated as common areas by the Promoter as also the limited areas and facilities, save as specifically stated in this Agreement and the Allottee/s has/have agreed to purchase the said Premises based on the unfettered rights of the Promoter in this regard.

9. **Possession Date, Delays and Termination:**

(i) The Promoter shall give possession of the Premises to the Allottee on or before [●] ("Possession Date").

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of the said Premises on the Possession Date, if the completion of building in which the Apartment is to be situated is delayed on account of –

(a) war, civil commotion or act of God or force majeure events;

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

(ii) If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Allottee on the Possession Date (subject to the proviso to clause 9 (i) above), then the Allottee shall be entitled to either of the following:-

(a) call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("Interest Notice"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay from the Possession Date ("the Interest Rate"), on the Sale Consideration paid by the Allottee. The interest shall be paid by the Promoter to the Allottee till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee; **OR**

(b) the Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("Allottee Termination Notice"). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. The Promoter shall refund to the Allottee the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("Interest Rate") to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. The Promoter shall refund the aforesaid amounts only upon the Promoter having received the sale consideration from the resale of the said Premises and also simultaneously with the execution of the necessary deeds document and writings in respect of such cancellation. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park.

(iii) In case if the Allottee elects his remedy under sub-clause (ii) (a) above then in such a case the Allottee shall not subsequently be entitled to the remedy under sub-clause (ii) (b) till the expiry of the period/ tenure for payment of Interest as per sub clause (ii) (a) above is completed. The Allottee agrees that the remedies mentioned in sub-clause (ii) (a) read with clause sub-clause (ii) (b) above constitute the Allottee's sole remedy in such circumstances and the Allottee foregoes any and all his/her

PROMOTER

ALLOTTEE(S)

rights to claim against the Promoter for any specific performance and/or any losses, damages, costs, expenses, or liability whatsoever.

- (iv) The Allottee agrees and confirms that the Parking Space/s allotted to him/her shall stand automatically cancelled in the event of cancellation, termination, surrender, relinquishment, resumption, re-possession etc. of the said Premises.
- (v) If the Allottee fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.
- (vi) The Allottee(s) declares and affirms that in case of joint purchase, their liabilities and obligations would be joint and several. The failure to pay by anyone shall be deemed as failure to pay by both and all Allottee(s) shall be treated as one single person for the purpose of this Agreement and both shall be liable for the consequence jointly as well as severally.
- (vii) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause 9 (v) above, and any other rights and remedies available to the Promoter, either (a) 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/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee committing breach of any of the terms and conditions of this Agreement and/or (c) the Allottee committing three defaults of payment of instalments of the Sale Consideration, the Promoter shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee ("Default Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s 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 the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("Promoter Termination Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee. On the receipt of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Promoter shall be entitled to forfeit the Earnest Money as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty. Upon registration of the deed of cancellation in respect of the said Premises and upon resale of the said Premises i.e. upon the Promoter subsequently selling and transferring the said Premises to another allottee and receipt of the sale consideration thereon, the Promoter shall after adjusting the Earnest Money, refund to the Allottee/s, the balance amount, if any of the paid-up Sale Consideration and after also deducting interest on any overdue payments, incentives/discounts/benefits of any nature whatsoever if passed on to the Allottee/s under the transaction contemplated herein with respect to the said Premises, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges. Further, upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and the Promoter shall be entitled to deal with and/or dispose off the said Premises in the manner it deems fit and proper.
- (viii) Notwithstanding anything to the contrary contained herein, it is agreed that the

PROMOTER

ALLOTTEE(S)

Promoter shall have the irrevocable and unconditional right and entitlement to apply and/or appropriate and/or adjust any and all the amounts paid by the Allottee to the Promoter either under or pursuant to this Agreement or otherwise, in such manner and in such order and against such amounts payable by the Allottee to the Promoter as specified in this Agreement including any amount that may be outstanding on account of non-payment of TDS or non-submission of TDS certificate, as the Promoter may deem fit.

10. The common areas, facilities and amenities in the said Project that may be usable by the Allottee and are listed in the Third Schedule hereunder written. The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee and are listed in the **Fourth Schedule** hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the **Seventh Schedule** hereunder written.

11. **Procedure for taking possession:**

- (i) Upon obtainment of the Occupancy Certificate from the TMC and upon payment by the Allottee of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises on a date specified therein to the Allottee in writing ("Possession Notice"). The Allottee agrees to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the Real Estate Project.
- (ii) The Allottee shall take possession of the said Premises within 15 days of the Possession Notice.
- (iii) Upon receiving the Possession Notice from the Promoter as per Clause 11(i) above, and simultaneously with the Allottee(s) making a payment of Rs.2,00,000/- (Rupees Two Lakh only) towards refundable fit out deposit, the Allottee shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the Premises then the Allottee to whom the Premises have been sold prior to the date of O.C. shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable from the date of receipt of Occupation Certificate and the maintenance in respect of Allottees who have purchased the Premises post receipt of O.C. will bear and pay the maintenance as may be decided by the Promoter.
- (iv) Immediately on receipt of Occupation Certificate, the Allottee shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, the outgoings in respect of the Real Estate Project and Larger Land including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the TMC or other 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 Real Estate Project and/or the Larger Land. Until the Society is formed and the Society Conveyance is duly executed and registered, the Promoter shall appropriate such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee/s further agree(s) that till the Allottee/s's share is so determined by the Promoter at its sole discretion, the Allottee/s shall pay / keep deposited with the Promoter provisional monthly contribution as mentioned in the Clause 20(A) herein below. It is further clarified and agreed that the Allottee/s shall be liable to bear and pay such monthly contribution/maintenance charges from the date(s) specified in this

PROMOTER

ALLOTTEE(S)

Agreement irrespective of whether or not the Allottee/s has/have taken possession of the said Premises. For the purposes of this clause, the expression "Promoter" includes its nominee/s. The running of the Society Maintenance shall remain with the Promoter until the Society Conveyance is duly executed and registered. On execution of the Society Conveyance, the aforesaid deposits less deductions as provided for in this Agreement shall be paid over by the Promoter to the Society. The Promoter shall be entitled to seek an advance payment/deposit from the Allottee/s of monthly contribution/maintenance charges to be paid by the Allottee/s in the manner provide above and from which the payments towards maintenance/outgoings will be made by the Promoter ("**Maintenance Deposit**"). The Promoter shall transfer the unspent balance, if any, from the Maintenance Deposit to the Society's account, without any interest on the amounts received from the Allottee/s, at the time of handing over the management and charge of the Real Estate Project to the Society.

12. Construction and Finishing

- (i) The Promoter has appointed/will appoint third party contractors(s) for construction and execution of the Real Estate Project. In case of defect(s) in construction or workmanship, the Promoter on intimation by the Allottee shall approach the third-party contractor(s) for the rectification of the defect(s) and the Allottee shall provide such assistance as may be required based on the facts of the issue.
- (ii) In spite of all the necessary steps and precautions taken while designing and constructing the Real Estate Project, the concrete slabs/beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and /or alterations etc. carried out by the Allottee/s and any other allottee/s/occupants of the other apartments/flats in the Real Estate Project. The Allottee/s agree(s) and covenant(s) not to hold the Promoter liable and/or responsible for any such defects arising out of inherent properties of concrete and/or caused due to any renovations and/or alterations etc. carried out by the Allottee/s and any other allottee/s/occupants of the Real Estate Project and the Allottee/s shall not raise any claim(s) against the Promoter in this regard
- (iii) All materials including marble, granite, timber etc., contain veins and grains with tonality differences and though the Promoter had pre-selected such natural materials for installation in the Real Estate Project, their nonconformity, natural discolouration or tonal differences at the time of installation is unavoidable and the Promoter shall not be responsible and/or liable for the same and the Allottee/s shall not raise any claim(s) against the Promoter in this regard.

13. Upon the Allottee/s taking possession of the said Premises, the Allottee/s shall be deemed to have taken complete and detailed inspection of the said Premises and the Promoter shall be discharged from all responsibilities and obligations in respect of any item of work in the said Premises which may be alleged not to have been carried out or completed. The only liability of the Promoter shall be statutory liability under section 14(3) of the RERA Act. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Premises or the Real Estate Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost. It is however, expressly clarified that:

14. The Promoter shall not be liable for any defects as aforesaid if the same have been caused by reason of the Allottee/s carrying/having carried out alterations of any nature whatsoever in the structure of the said Premises or on account of any Force Majeure Events, which shall include but not be limited to columns, beams, etc. or in the fittings therein. In particular it is clarified and expressly agreed that the Allottee/s shall not make any alterations in any

PROMOTER

ALLOTTEE(S)

of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out, the defect liability shall automatically become void and the Allottee/s shall be liable to compensate and indemnify the Promoter/ affected allottee/s of the Real Estate Project/Society against all defects that may result due to such works;

- (i) The word '**defects**' in this clause means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter and shall not include defect/s caused by normal wear and tear and/or by negligent use of the said Premises by the Allottee/s/occupants/vagaries of nature. The Allottee/s has been made aware and the Allottee/s agree/s that the regular wear and tear of the said Premises includes minor hairline cracks on the external and internal walls excluding the Reinforced Cement Concrete ("RCC") structure and the same do not amount to structural defects and hence, cannot be attributed to either bad workmanship or structural defect.
- (ii) In case the Promoter requires access to the Allottee's Premises or the premises/flats/units of any other allottee in the Real Estate Project for undertaking repairs of any defects, then it shall be the responsibility of the Allottee/other allottees and the Society to ensure that the Promoter and its agents are given timely access for undertaking the repairs of the defects failing which the Promoter shall not be under any obligation to carry out the repairs and the Allottee/s shall be liable to compensate and indemnify the Promoter/ affected allottee/s of the Real Estate Project/Society against all defects that may result due to such works.

15. **Formation of Society and Other Societies:**

- (i) Upon 51% of the total number of units/premises in the Real Estate Project being booked by allottees, the Promoter shall submit an application to the competent authority to form a co-operative housing society to comprise of the Allottee/s and the other allottee/s of premises in the Real Estate Project, in accordance with and under the provisions of the Maharashtra Co-operative Societies Act, 1960 ("MCS Act") and the Rules made thereunder, read with the RERA Act and the RERA Rules.
- (ii) The Allottee shall, along with other allottees of premises/units in the Real Estate Project, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the allottees of the premises in the Real Estate Project alone shall be joined as members ("**the Society**").
- (iii) For this purpose, the Allottee/s shall co-operate with the Promoter and shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee if any changes or modifications are made in the draft/final byelaws of the Society, as may be required by the Registrar of Co-operative Societies or any other competent authority.
- (iv) The name of the Society shall be solely decided by the Promoter, , and which shall not be changed by the allottee/s of premises in the Real Estate Project, without the prior written consent of the Promoter.
- (v) The Society shall admit all purchasers of flats and premises in the Real Estate Project as members, in accordance with its bye-laws. However, unless and until the

Allottee/s is in full compliance of the terms and conditions of this Agreement including payment of the entire Sale Consideration, other charges and deposits and all other amounts/taxes payable hereunder/pursuant to this transaction to the Promoter /concerned authorities (as applicable), the Society shall not issue and deliver the share certificate to the Allottee.

- (vi) The Promoter shall be entitled, but not obliged, to join as a member of the Society in respect of the unsold premises (if any including the Common Amenity Floor), in the Real Estate Project. As and when the unsold premises in the Real Estate Project are sold by the Promoter, the Society shall admit the allottee/s of such premises as its members without being made subject to or liable to any separate, special, and/or additional condition and required to pay any amounts towards transfer fees, premiums, donations or by whatever name called, save and except the share application and entrance fees and in the manner as may be prescribed in the bye-laws of the Society and the Allottee/s shall not raise any objection thereto.
- (vii) In the event any flats/premises/spaces/areas in the Real Estate Project are unsold/unallotted/unassigned on execution and registration of the conveyance to Society, the Promoter shall continue to be entitled to such unsold areas and to undertake marketing etc. in respect of such unsold areas as stated hereinabove. The Promoter shall not be required to take any NOC or consent from the Society in respect of the sale and marketing of the unsold premises in the Real Estate Project. The Promoter shall be required to pay a sum of Rs.1000/- (Rupees One Thousand only) per month in respect of each unsold premises towards the outgoings, maintenance and other charges by whatever name called and shall not be liable or required to bear and/or pay any other amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society/Apex Body for the sale/allotment or transfer of the unsold areas in the Real Estate Project or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises)
- (viii) Post execution of the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- (ix) With respect to the allottees of premises/units in the Other Buildings developed on the Larger Land, the Promoter has formed/shall form separate co-operative societies for each of the Other Buildings and/or each of the real estate projects registered in respect thereof under the provisions of the MCS Act 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("**Other Societies**").
- (x) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society shall be borne and paid by the Society and their respective members/intended members including the Allottee and the Promoter shall not be liable towards the same. Also any charges towards (a) drafting any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents pertaining to Conveyance, has been covered in Clause 16 (ii) below, the expenses of which will be borne by the Allottees separately.

16. Purchase of Premises by a Non-Resident

The Allottee undertakes that in the event the Allottee is a Non Resident Indian / Person of Indian Origin (i.e. foreign national of Indian origin) / foreign national / foreign company (as may be applicable) at the time of execution of this Agreement and/or anytime thereafter or if at any time there is a change in applicable laws governing sale / purchase of immovable

PROMOTER

ALLOTTEE(S)

property by resident / non-resident Indian Citizens, then the Allottee shall solely be responsible to intimate the same in writing to the Promoter immediately and comply with the applicable laws including but not limited to the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Rules made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permissions, approvals which would enable the Promoter to fulfill the Promoter's obligations under this Agreement. Any refund, transfer of security, if at all, that may be payable by the Promoter to the Allottee as per the terms of this 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 Allottee's part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee alone shall be liable for any action under the Foreign Exchange Management Act, 1999, the Reserve Bank of India Act, 1934 and Rules made thereunder or any other applicable laws as amended from time to time. The Promoter shall not be liable in any manner whatsoever in this regard. The Allottee shall keep the Promoter, its directors, executives, agents and officers fully indemnified and harmless in this regard. The Promoter shall also not be responsible towards any third party making payment/ remittances on behalf of the Allottee and such third party shall not have any right in the said Premises in any way and the Promoter shall issue the payment receipts in favour of the Allottee only.

17. **Conveyance to the Society and Other Societies:**

- (i) Within 3 (three) months from (a) the receipt of the entire sale consideration, other charges/ deposits and all other amounts from all allottee/s of premises in the Real Estate Project and (b) the date of issuance of the Full Occupation Certificate with respect to the Real Estate Project, the Promoter shall (subject to its rights to dispose of the unsold premises, if any, in the Real Estate Project and receive the entire sale consideration/sale price and all other amounts/outstanding dues from the allottee/s), execute/cause to execute the conveyance of the structure of the Real Estate Project (excluding basements, ground and first floor retail premises and the Amenity Floor of the said Building) to the Society together with the Real Estate Project's exclusive common areas, amenities and facilities as described in Third Schedule herein ("**Society Conveyance**"). The Promoter shall not be required to convey the Common Amenity Floor to the Society.
- (ii) The Society shall be required to join in execution and registration of the New Society Conveyance. The Promoter shall not be responsible for any delay by the Society in the timely execution and registration of the Society Conveyance. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges on the Society Conveyance and the transaction contemplated thereby including in respect of any documents, instruments, papers and writings, and the professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting, approving, execution and registration of all such documents shall be borne and paid by the Society alone and the Promoter shall not be liable towards the same. Post the Society Conveyance, the Society shall be responsible for the operation, management and/or supervision of the Real Estate Project (except the Common Amenity Floor) including common areas, facilities, and amenities therein and the Promoter shall not be responsible for the same.
- (iii) The Promoter shall execute and register similar conveyances to the Other Societies with respect to their respective real estate project.

18. **Formation of the Apex Body:**

- (i) Within a period of 3 months of obtainment of the Occupation Certificate of the last real estate project in the layout of the Larger Land and the Whole Project, the

Promoter shall submit application/s to the competent authorities to form a federation of societies comprising the Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("Apex Body").

(ii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable towards the same.

19. **Conveyance of the Larger Land to the Apex Body:**

(i) Within a period of 3 (three) months of registration of the Apex Body, the Promoter and Apex Body shall execute and register an Indenture of Conveyance whereby the Promoter shall convey all its right, title and interest in the land comprised in the Larger Land and in all areas, spaces, basements, common areas, facilities and amenities in the Larger Land that are not already conveyed to the Society/Other Societies, in favour of the Apex Body ("Apex Body Conveyance"). It is clarified that the Promoter shall not be required or obliged to convey the Common Amenity Floor to the Apex Body or the Society.

(ii) The Apex Body shall be required to join in execution and registration of the Apex Body Conveyance. The costs, expenses, charges, levies and taxes on the Apex Body Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Apex Body alone. Post the Apex Body Conveyance, the Apex Body shall be responsible for the operation and management and/or supervision of the Larger Land including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

20. The Allottee shall before delivery of possession of the said premises in accordance with Clause 11 above deposit the following amounts with the Promoter.

(A) (i) **Rs. 600/-** for share money, application entrance fee of the Society and Apex Body
(ii) **Rs. _____/-** towards deposit towards Maintenance of Society
(iii) **Rs. _____/-** towards Corpus Fund
(iv) **Rs. _____/-** towards advance provisional monthly contribution for outgoings of Society and Apex Body

The above amounts are non-refundable but the Promoter will be required to give account of the said amounts to the Society when formed

(B) (i) **Rs. 10,000/-** for formation and registration of Society and Apex Body
(ii) **Rs. 10,000/-** towards water/ connection supply charges
(iii) **Rs. 40,000/-** for Electricity supply, Electricity receiving and substation provision charges
(iv) **Rs. 1,75,000/-** being a one-time membership fee with respect to the club house forming part of the Whole Project as disclosed in the Proposed Layout as mentioned in Recital I above
(v) **Rs. _____/-** being a one-time payment in respect of use and enjoyment of Amenity Floor provided in the Real Estate Project.

The above amounts mentioned in B (i) to (iv) are non-refundable and no accounts or statement will be required to be given by the Promoter to the Allottee in respect of the above amounts deposited by the Allottee with the Promoter.

PROMOTER

ALLOTTEE(S)

21. The Allottee shall pay to the Promoter a sum of **Rs. 20,000/-** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby.
22. Certain facilities such as club house and swimming pool shall have usage charges in addition to the said membership fees, and, the same shall be paid by the Allottee as and when demanded by the Promoter along with applicable taxes thereon.
23. The Promoter has informed the Allottee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Land. The Promoter has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee along with other purchasers of flats/units/premises in the Real Estate Project and/or on the Larger Land, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/premises on the Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoter and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the purchasers of flats/units/premises in the Real Estate Project shall object to the Promoter laying through or under or over the Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the Larger Land.
24. The Promoter may appoint a third party/agency for the purpose of maintaining the Real Estate Project on such terms and conditions as may be deemed fit.

25. **Facility Management Company (FMC)**

The Allottee(s) is aware that the Promoter may in respect of the Real Estate Project and/or in respect of the Whole Project, appoint a Facility Management Company (FMC) to manage the said Real Estate Project and/or Whole Project, including all the Common Areas and Facilities. The FMC shall have the exclusive right to continue to manage the Real Estate Project and/or the Whole Project for a period not exceeding 5 years which will commence from the date of obtaining Occupation Certificate (OC) in respect of the last of the building to be constructed in the said Project. The Allottee(s) is aware the Promoter and/or FMC is not the Service Provider of these services. The Promoter and/or FMC does not warrant or guarantee the use, performance or otherwise of these Services. The Parties hereto agree that the Promoter and/or FMC is not and shall not be responsible or liable in connection with any defect or the performance/non-performance or otherwise of these Services.

26. **Loan and Mortgage:**

- (i) The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement.
- (ii) All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not incur any liability or obligation (monetary or

PROMOTER

ALLOTTEE(S)

otherwise) with respect to such loan or mortgage.

- (iii) The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Consideration and balance other amounts payable by the Allottee under this Agreement.
- (iv) In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law

27. Representations and Warranties of the Promoter:

The Promoter hereby represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate

- (i) The Promoter has clear and marketable title and has the requisite rights to carry out development upon the Larger Land and also has actual, physical and legal possession of the Land for the implementation of the Whole Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- (iii) Save and except as disclosed by the Promoter to the Allottee, there are no other encumbrances upon the Real Estate Project
- (iv) There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed to the Allottee;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate 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 judicially 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 Land and the said Premises, 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 Premises to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Society Conveyance, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the Third Schedule hereunder written to the Society;
- (x) The Promoter has duly paid and shall continue to pay and discharge undisputed

PROMOTER

ALLOTTEE(S)

governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till the Society Conveyance and thereupon shall be proportionately borne by the Society;

(xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Promoter in respect of the Land and/or the Project except those disclosed to the Allottee.

28. The Allottee, with intention to bring all persons into whosoever hands the Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows:-

- (i) To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Promoter.
- (ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project in which the said Premises 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 building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises 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 with the concurrence / consent of the Promoter all internal repairs to the said Premises and maintain the said Premises 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 Real Estate Project in which the said Premises is situated or the said Premises 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 said Premises 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 Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society;
- (v) Not to do or permit to be done any act or thing which may render void or voidable

PROMOTER

ALLOTTEE(S)

any insurance of the Larger Land and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- (vi) Not to do or suffer to be done anything in or to the Real Estate Project, said Premises, staircase, common areas or any passages which may be against the rules, regulations or bye-laws of the concerned authorities or change/alter or make addition in or to the Real Estate Project or to the said Premises itself or any part thereof and to maintain the said Premises (including sewers, drains, pipes) and appurtenances thereto at the Allottees' own cost in good repair and condition and not to demolish or cause to be demolished the said Premises or any part thereof and/or make/cause to make any addition or alteration of whatsoever nature in the said Premises and in particular so as to support, shelter and protect other parts of the Real Estate Project;
- (vii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises into the compound or the refuge floor or any portion of the Larger Land and the Real Estate Project. If the Allottee/s or any members of the Allottees/s' family or any servant or guest of the Allottee/s commit(s) default of this subclause then the Allottee/s shall forthwith rectify any damage and default immediately at his / her own cost and shall also become liable to pay a sum of Rs.10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottees/s' family or any servant or guest of the Allottee/s commit(s) default of this sub-clause. Upon conveyance to the Society and the Other Societies, the Promoter shall hand over such amounts to the Society exclusive of any interest thereon and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.
- (viii) Not to raise any objection to the Promoter completing the construction of the Real Estate Project (including additional floors thereon) in accordance with applicable law and this Agreement, without any interference or objection, whether prior to or subsequent to the Allottee taking possession of the said Premises.
- (ix) Not to object to the Promoter laying through or under or over the said Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers/real estate projects forming part of the layout of the said Land and/or the said Larger Land;
- (x) 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 Real Estate Project in which the said Premises is situated.
- (xi) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, instalments of Sale Consideration, as required to be paid under this Agreement.
- (xii) Not to change the user of the said Premises without the prior written permission of the Promoter and Society;
- (xiii) The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee is desirous of transferring the said Premises and/or

its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter and on payment of the applicable transfer fee/charges to the Promoter. Without prejudice to what is stated above in this clause, in the event the Allottee/s intend(s) to sell, transfer, lease, license, assign and/or deal with or dispose of the said Premises and/or the Allottee/s' benefit/s under this Agreement, then the Promoter shall be entitled to a right of first refusal to the said Premises as well as the Allottee/s' right(s), title and interest under this Agreement ("ROFR"), which shall be exercised in the following manner:-

- (a) The Allottee/s shall address a letter ("Offer Letter") to the Promoter stating therein (i) the name and address of the proposed transferee (ii) the proposed sale consideration (such sale consideration shall be denominated in rupees i.e. INR) and hereinafter referred to as "Offer Price", including the proposed amount and consideration and terms and conditions offered by such proposed transferee, (iii) the date of consummation of the proposed sale, (iv) a representation that the proposed transferee has been informed of the terms this Agreement and in particular, the terms embodied into this clause. The Offer Letter shall include a calculation of the fair market value of the said Premises and an explanation of the basis for such calculation.
- (b) In the event the Promoter wishes to exercise the ROFR upon the said Premises, the Promoter shall, at its sole option, be entitled to purchase the said Premises under the Offer Letter at the Offer Price, in which case, the Promoter shall address a letter to the Allottee/s within a period of 7 (seven) days from the date of the receipt of the Offer Letter ("Notice Period") informing the Allottee/s of the Promoter's intention to purchase /acquire the said Premises ("Acceptance Letter"), and till the receipt of the Acceptance Letter the Allottee/s shall not proceed with the sale/transfer of the said Premises. Upon issuance of the Acceptance Letter, the Allottee/s shall be bound to sell and/or transfer the said Premises to the Promoter or such persons/entities nominated by the Promoter at the Offer Price.
- (c) The Promoter may at its sole discretion, on a written request to that effect made by the Allottee/s prior to the exercise of the option by the Promoter as contemplated in sub-clause (b), dispense with the ROFR upon the Allottee/s making payment of such sum not exceeding 2% (two per cent) of (i) the Offer Price or (ii) the price at which the Promoter is selling a flat of a similar nature at the relevant time, whichever is higher, together with GST (if applicable), Service Tax, VAT thereon as may be decided by the Promoter. Only after the Promoter issues the said letter conveying its decision and only upon the Promoter receiving the amount decided by the Promoter for such dispensation, shall the Allottee/s be entitled to sell the said Premises to the said proposed transferee on the same terms and conditions as were offered by the Allottee/s to the Promoter in the Offer Letter. It is expressly agreed that the ROFR is a covenant running with the said Premises and hence will continue with the new purchaser of the said Premises, and the Allottee/s undertake/s to expressly include the same vide a specific term in the new agreement for sale between the Allottee/s and the proposed transferee.
- (d) The Allottee/s agree(s) that if completion of the sale of the said Premises to the proposed transferee does not take place (i) within a period of 15 (fifteen) days from the date of the Allottee/s making payment of such sum not exceeding 2% (two per cent) together with applicable taxes thereon as decided by the Promoter in terms of sub-clause (c) above or (ii) within 15 (fifteen) days from the expiry of the Notice Period as contemplated in sub-clause (b) above, then the Allottee/s right to sell the said Premises to such proposed transferee shall lapse and the Allottee/s shall not claim any repayment of the aforesaid 2% (two percent) together with applicable taxes. Thereafter, the ROFR of the Promoter

PROMOTER

ALLOTTEE(S)

in respect of the said Premises shall stand automatically reinstated and the process to be followed therein including payment of 2% (two percent) shall once again apply to the Allottee/s for any subsequent proposed sale of the said Premises.

- (e) It is hereby clarified that, in the event of the Allottee/s proposing to give the said Premises on lease and/or leave and license basis only, then the provisions contained in sub-clauses (a) to (d) above shall not apply, except that, the Allottee/s shall be required to obtain the prior written permission of the Promoter before effecting any such lease and/or leave and licence arrangement.
- (xiv) The Allottee shall observe and perform all the rules and regulations which the Society and Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Premises 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 /Apex Body regarding the occupancy and use of the said Premises in the Real Estate 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.
- (xv) Not to make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent; and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces.
- (xvi) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the Real Estate Project and not cover/enclose the planters and service slabs or any of the projections from the said Premises, within the said Premises, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do/cause to be done any hammering for whatsoever use on the external/dead walls of the Real Estate Project or do any act to affect the FSI/development potential of the said Land.
- (xvii) Shall cause the Society to paint the Real Estate Project at least once in every 5 (five) years maintaining the original colour scheme even after the conveyance to the Society as stated at Clause 16 above and the land comprised in the Larger Land in favour of the Apex Body as stated at Clause 18 above and shall bear his/her/it's/their respective share of expenses to paint, repair, water proof and refurbish the Real Estate Project and to do all other acts and things for the upkeep and maintenance thereof and to bear and pay the proportionate costs, charges and expenses thereof as the Promoter may determine and to extend all co-operation, assistance and facilities for the same.
- (xviii) Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Real Estate Project / or any part thereof in any manner whatsoever.
- (xix) Not to obstruct/close the drain out points of the aluminum window tracks while laying the flooring materials, in order to avoid any water seepage and retention in the slab.
- (xx) 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 Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof. Furthermore, for the purpose of making, laying down, maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires,

walls, structure or other conveniences belonging to or serving or used for the Real Estate Project, the Promoter and their surveyors and agents with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof and undertake the necessary works.

- (xxi) Till the Apex Body Conveyance is executed in favour of the Apex Body, 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 Larger Land, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.
- (xxii) The Allottee undertakes and covenants not to affix any fixtures or grills either on the inside of the windows in their premises or on the exterior of the Real Estate Project for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. In the bye-laws of the Society it shall be specifically provided that that the Allottees/members of the Society shall not be permitted to affix any fixtures or grills either on the inside of the windows in their premises or on the exterior of their respective flats/units/premises in the Real Estate Project and the Security guards/agency deployed in the Larger Land/Society shall be entitled not to allow any person carrying any fixtures or grills to be affixed either on the inside of the windows of the premises or the exterior of the Real Estate Project. In case, there is a breach of this covenant by any Allottee, the Promoter/the Society shall be entitled to remove such fixtures or grills installed and the Allottee shall be liable to pay a sum of Rs. 5,00,000/- (Rupees Five Lakh) to the Promoter/the Society for removing such fixtures or grills and carrying out repairs to the damages that has been caused to the Real Estate Project because of the fixtures and/or grills or otherwise, within a period of 7 (seven) days from the date of the demand made by the Promoter/the Society and towards the same the Promoter shall be entitled to forfeit and adjust the entire Fit-out Deposit and the balance unpaid amount, if any, shall carry interest at the rate of 18% per annum. Upon conveyance to the Society and the Other Societies, the Promoter shall hand over such amounts to the Society exclusive of any interest thereon and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.
- (xxiii) Not to install a window air-conditioner within or outside the said Premises. If the Allottee affixes a window air conditioner or the outdoor condensing unit outside the said Premises, the Allottee shall immediately take remedial action to remove the same and also be liable to pay a sum of Rs.1,00,000/- (Rupees One Lakh only) to the Promoter / the Society, as the case may be.
- (xxiv) The Allottee shall not create any hardship, nuisance or annoyance to any other allottees in the Real Estate Project.
- (xxv) Not to at any time cause or permit any public or private nuisance or to use the loud speaker etc. in or upon the said Premises, the Real Estate Project or the Larger Land or any part thereof or do anything which shall cause an annoyance, inconvenience, suffering, hardship or disturbance to the occupants or to the Promoter. The Allottee/s shall ensure that the Allottee/s's pets and/or domesticated animals, if any, in or upon the said Premises, the Real Estate Project or the Larger Land or any part thereof shall not enter the restricted areas/no entry zones as may be designated by the Promoter in the Real Estate Project/the Larger Land and/or pose a health or safety hazard and/or cause nuisance to the other occupiers of the Real Estate Project/the Larger Land and or the lifts installed in the Real Estate Project. If the Allottee/s or the members of the Allottee/s's family or any servant or guest of the Allottee/s commit(s) default of this sub-clause then the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs. 10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of

PROMOTER

ALLOTTEE(S)

the Allottee/s's family or any servant or guest of the Allottee/s commit(s) default of this sub-clause. Upon conveyance to the Society and the Other Societies, the Promoter shall hand over such amounts to the Society exclusive of any interest thereon and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.

- (xxvi) Not to discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Premises and/or the Real Estate Project and/or the Larger Land and/or open spaces nor litter or permit any littering in the common areas in or around the said Premises and/or the Real Estate Project and/or the Larger Land and at the Allottee/s own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Premises and/or the Real Estate Project and/or open spaces to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities. If the Allottee/s or members of the Allottee/s family or any servant or guest of the Allottee/s commit(s) default of this sub-clause then the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs.10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottee/s family or any servant or guest of the Allottee/s commits default of this sub-clause. Upon conveyance to the Society and the Other Societies, the Promoter shall hand over such amounts to the Society exclusive of any interest thereon and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.
- (xxvii) Not to display/permit to be displayed at any place in/upon the Real Estate Project and/or the Larger Land or any part thereof including on any construction thereon, any bills, posters, hoardings, advertisement, name boards, signboards including neon and illuminated, placards, posters, notice, advertisement, name plate, sign, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the Real Estate Project or common area therein or in any other place or on the window, doors and corridors of the Real Estate Project. If the Allottee/s or members of the Allottee/s family or any servant or guest of the Allottee/s commits default of this sub-clause then the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs. 10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottee/s family or any servant or guest of the Allottee/s commit(s) default of this sub-clause. Upon conveyance to the Society and the Other Societies, the Promoter shall hand over such amounts to the Society exclusive of any interest thereon and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.
- (xxviii) In case during the course of the Allottee carrying out any renovation/repair within the said Premises a defect or damage of any nature is caused to the said Premises; and/or the adjoining premises; and/or the premises located above and/or below the said Premises; and/or the said Real Estate Project or any part thereof, then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises; and/or the adjoining premises; and/or the premises located above and/or below the said Premises; and/or the said Real Estate Project or any part thereof, on account of such renovation/repair and the Allottee shall be required to repair and/or rectify the same at his/her own cost and expenses.

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

(xxx) Shall on completion of the fit-outs of the said Premises, submit to the Promoter without delay a completion letter stating therein that the fit-outs of the said Premises have been carried out in accordance with the approved plans.

(xxxi) To maintain the aesthetics of the Real Estate Project and to ensure the quiet and peaceful enjoyment by all the allottees and occupants therein and for the common benefit of all, and to preserve and maintain the safety, security and value of the said Premises, the Real Estate Project and the said Land.

(xxxii) To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises. The Allottee/s's labourers/contractors shall be responsible for the removal of debris such as marble pieces or any such wastage material etc. from the said Premises on a daily basis. The Allottee/s /labourers/contractors shall at their own cost remove such wastage materials/debris. Such wastage materials shall not be accumulated or placed in the common passages, corridors and basement or in any area within the Real Estate Project/Larger Land. If the Allottee/s or members of the Allottee/s family or any servant or guest of the Allottee/s or any person employed by the Allottee/s commit(s) default of this sub-clause then the Allottee/s shall immediately take remedial action and shall also become liable to pay a sum of Rs. 10,000/- (Rupees Ten Thousand Only) to the Promoter on each occasion on which the Allottee/s or any members of the Allottee/s family or any servant or guest of the Allottee/s commit(s) default of this sub-clause. Upon conveyance to the Society and the Other Societies, the Promoter shall hand over such amounts to the Society exclusive of any interest thereon and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.

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

(xxxiv) To observe and perform all the rules and regulations which the said New Society may adopt/have in place and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Real Estate Project and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Byelaws 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 New Society regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses, or other outgoings in accordance with the terms of this Agreement.

(xxxv) Not to change the name of the Real Estate Project either by himself/herself or through the New Society, at any point of time without the prior written permission of the Promoter.

PROMOTER

ALLOTTEE(S)

(xxxvi) Not to do either by himself/herself/itself/themselves or through any other person anything which may or is likely to endanger or damage the Real Estate Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and/or the installations for providing facilities in the Real Estate Project including any electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate etc. or any common areas, facilities and amenities. If the Allottee or members of the Allottee family or any servant or guest of the Allottee commits default of this sub-clause then the Allottee shall immediately take remedial action and shall also become liable to pay a sum of Rs.10,000/- (Rupees Ten Thousand) to the Promoter / the Society, as the case may be, on each such occasion on which the Allottee/s or any members of the Allottee/s family or any servant or guest of the Allottee/s commits default of this sub-clause. Upon conveyance to the Society and the Other Societies, the Promoter shall hand over such amounts to the Society exclusive of any interest thereon and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account.

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

(xxxviii) The Allottee/s is/are aware that the entire Larger Land and Whole Project, is a single integrated common layout. The Allottee/s is/are further aware that the buildings/towers/structures/areas/spaces comprised in the Larger Land and the Whole Project, would require to be renovated, repaired, redeveloped, restored and/or reconstructed at some point in the future, especially having regard to the life of buildings / structures / areas and/or events (including force majeure circumstances) that may necessitate any or all of the aforesaid. In light of what is stated hereinabove, the Allottee/s and all his/her/its/their successors / assigns (in any manner howsoever) with intention to become bound by the terms of this Agreement including this Clause, hereby covenant with the Promoter and all their assigns and/or any other persons as may be authorised by the Promoter, that the Promoter, its workmen, staff, employees, representatives and agents and their assigns and/or any other persons as may be authorised by the Promoter, shall always be entitled and authorised (without being obliged), even after the Society Conveyance, the Other Societies' Conveyance and the Apex Body Conveyance, to repair, reconstruct, redevelop, restore and/or renovate in any manner howsoever and whatsoever, the Whole Project Amenities in the Whole Project or any part thereof, without any restriction or interference whatsoever and the Allottee/s hereby undertakes and covenants to not raise any objection and/or claim in this regard and/or restrict any of the aforesaid. This Clause is one of the essences of this Agreement.

(xxxix) The Allottee/s agree(s), confirm(s) and covenant(s) that the issuance of the Occupation Certificate with respect to the Real Estate Project by the competent authority(ies) shall mean and shall be construed that the Promoter has carried out the development and construction of the Real Estate Project in conformity with the sanctioned plans, approvals and permissions issued by the competent authority(ies) and the Allottee/s shall not raise any dispute(s), claim(s) and/or demand(s) with

PROMOTER

ALLOTTEE(S)

respect to the development and construction of the Real Estate Project.

(xi) Upon conveyance to the Society and the Other Societies, the Promoter shall hand over balance amount to the Society exclusive of any interest thereon, and the same shall be reflected in the account/s of the Allottee/s with the Society and if the Allottee/s does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Allottee/s to the Society in the Society's account. The aforesaid amounts shall be payable by the Allottee/s in addition to the cost of rectification for the default committed. In the event the Allottee/s fail(s) to rectify the default within 15 (fifteen) days from committing such default at the Allottee/s own cost, then the Promoter shall be entitled to send a notice to the Allottee/s intimating the Allottee/s that the Promoter shall, within a period of 48 (forty-eight) hours from the date thereof, enter the said Premises to rectify such defect. After such 48 (forty-eight) hour period, the Promoter through its agents, shall have a right to enter upon the said Premises and dismantle at the Allottee/s cost, such fixtures or grills or air conditioner or the outdoor condensing unit or such other fixture which is/are in contravention of this sub-clause or any other provision of this Agreement.

29. The Allottee hereby represents and warrants to the Promoter as follows-

- (i) He/she/it/they/is/are not prohibited from entering into this Agreement and/or to undertake the obligations, covenants etc. contained herein or enter into this Agreement and/or to undertake the obligations, covenants etc. contained herein;
- (ii) He/she/it/they/has/have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be; and
- (iii) He/she/it/they is/are not sentenced to imprisonment for any offence not less than 6 (six) months.

30. **EVENTS OF DEFAULT**

- (i) If one or more of the events or circumstances set out in Clause 29 (ii) ("Event of Default") shall have happened, then the Promoter shall call upon the Allottee/s by way of a written notice ("Rectification Notice") to rectify the same within a period of 15 (fifteen) days from the date thereof ("Cure Period"). If the Allottee/s fails to rectify such Event of Default within the Cure Period, then the same shall be construed as a default ("Default").
- (ii) Subject to Clause 29 (i) above, the following events shall be construed as a Default:
 - (a) If the Allottee/s delay(s) or commit(s) default in making payment of any installment or any other amount payable under this Agreement, including taxes, etc. or otherwise, including as set out in this Agreement;
 - (b) If the Allottee/s fails to take possession of the said Premises in terms of Clause 11 above;
 - (c) If the Allottee/s commit(s) breach of any terms, conditions, covenants, undertakings and/or representations and/or warranties as given by him/her/it in this Agreement (including in Clause 27 (*Covenants of the Allottee/s*) and/or any other writings and/or the terms and conditions of layout, IOD, U.L.C. Permissions, N.O.C. and other sanctions, permissions, undertakings and affidavits etc.);
 - (d) If the Allottee/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up or dissolved;
 - (e) If the Allottee/s is/are, convicted of any offence involving moral turpitude and/or

PROMOTER

ALLOTTEE(S)

sentenced to imprisonment for any offence not less than 6 (six) months;

- (f) If a Receiver and/or a Liquidator and/or Official Assignee or any person is appointed for the Allottee/s or in respect of all or any of the assets and/or properties of the Allottee/s;
- (g) If any of the assets and/or properties of the Allottee/s is/are attached for any reason whatsoever under any law, rule, regulation, statute etc.;
- (h) If any execution or other similar process is issued and/or levied against the Allottee/s and/or any of the Allottee/s' assets and properties;
- (i) If the Allottee/s has/have received any notice from the Government of India (either Central, State or Local) or any foreign Government for the Allottee/s's involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them; and/or
- (j) If any of the aforesaid have been suppressed by the Allottee/s.

(iii) **Consequences of Default:**

- (a) On the occurrence of a Default, then and in that event, the Promoter shall, without prejudice to any and all other rights and remedies available to it under law, be entitled (but not obliged) to exercise its rights as mentioned at Clause 9 (vii) hereinabove.
- (b) It is agreed that all the rights and remedies of the Promoter, including aforesaid rights and remedies of the Promoter, are cumulative and without prejudice to one another.

31. The Promoter shall maintain a separate account in respect of sums received from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

32. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project or the Larger Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society Conveyance and the Apex Body Conveyance, as the case may be.

33. **Promoter shall not mortgage or create a charge:**

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Premises. Provided however, that on execution hereof the Promoter has handed over the original release letter from the concerned bank and/or financial institution in respect of the already subsisting mortgage/charge created over the said Premises in favour of the said bank and/or financial institution, more particularly mentioned in the Fifth Schedule hereunder written and hereinafter referred to as "**Mortgagee Bank/Financial Institution**".

34. **Nominee:**

PROMOTER

ALLOTTEE(S)

- (i) The Allottee hereby nominates _____ ("said Nominee") as his/her/their nominee in respect of the said Premises. On the death of the Allottee, the Nominee shall assume all the obligations of the Allottee under this Agreement and in respect of the said Premises, and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee.
- (ii) The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.

35. MISCELLANEOUS

- (i) The Real Estate Project Amenities shall be for the exclusive use of all the residents/ purchasers / occupiers/ allottees of the flats/ units/ premises of the Real Estate Project and the same shall not be commercially exploited and shall not be used for any other purpose. The Allottee undertakes to comply with all the terms/ conditions/ stipulations framed by the Promoter /Society/Apex Body with respect to the use of the common areas and amenities forming part of the said Real Estate Project. The Allottee confirm/s and acknowledge/s that the Whole Project Amenities shall be utilized by all the members of the Society, or future members of such Other Societies as may be formed for each real estate project and in turn the members of the Apex Body.
- (ii) The Allottee will not claim compensation from any competent authority or from the Promoter in respect of inadequate open space all around the Real Estate Project. The Allottee is aware and hereby confirms that he/she shall not object to the concessions availed by the Promoter for deficiency in open space nor will he object for any deficiency in neighborhood development.
- (iii) The Promoter shall be entitled to construct site offices/sales lounge on the said Land and shall have the right to access the same at any time without any restriction whatsoever until the development of the said Land has been completed in all respects and the full development potential has been utilised by the Promoter.
- (iv) It is agreed between the Parties that, if the Allottee intends to visit the under construction project then it shall make a written request to the Promoter for a site visit and the Promoter if it so deems fit, shall within 7 (seven) working days from receipt of the request intimate the Allottee the date and time for such visit. The Allottee shall accordingly be entitled to a site visit on the date and the time as intimated by the Promoter accompanied by site staff of the Promoter and the Allottee agrees to follow all the safety precautions during the site visit. It is further clarified that, no children below the age of 15 (fifteen) years shall be allowed to enter the site. The Allottee hereby undertakes not to hold the Promoter responsible for any loss or damage or harm incurred or suffered by the Allottee or any person accompanying the Allottee, during the site visit.
- (v) The Allottee is aware that the sample/show flat if any, constructed by the Promoter and all furniture, items, electronic goods, amenities, etc. provided therein are only for the purposes of showcasing the premises, and the Promoter is not liable, required and / or obligated to provide any furniture, items, electronic goods, amenities etc. as displayed in the said sample/show flat, other than as expressly agreed by the Promoter under this Agreement.
- (vi) The Allottee has satisfied himself/herself with respect to the designs and materials

PROMOTER

ALLOTTEE(S)

(as intimated in the brochure/allotment letter) for construction on the said Land.

- (vii) The Allottee shall be permitted/ allowed to commence interior works in the said Premises only upon obtaining the Occupation Certificate and after making all payments in pursuance of this transaction / as per this Agreement and after complying with the terms and conditions of this Agreement.
- (viii) The Allottee hereby agrees and declares that he/she shall submit full-fledged drawings with all specifications before starting interior work of the said Premises and approval/NOC shall be obtained from the Promoter. The Allottee shall prior to commencing the interior works keep deposited as a security deposit, such amounts as may be intimated by the Promoter at the relevant time for carrying out interior work in the said Premises and to ensure that there is no damage to the exterior of the said Premises or any damage to any part of the Real Estate Project, Real Estate Project Amenities, etc. whatsoever ("**Fit Out Deposit**"). The Fit-Out Deposit shall be forfeited in the event of non-compliance by the Allottee with any of the terms and conditions as stated herein and / or in the Promoter's NOC and / or any other documents and / or writings executed by and between the Parties hereto with respect thereto. The Promoter shall be entitled to inspect all interior works carried out by the Allottee. In the event the Promoter finds that the nature of interior work being executed by the Allottee is harmful to the said Premises or to the structure, facade and/or elevation of the said Real Estate Project or any part of thereof, the Promoter can require the Allottee to stop such interior work and the Allottee shall stop such interior work at once, without raising any dispute and restore the said Premises to its original condition at the Allottee's costs and expenses.
- (ix) The Allottee agrees and confirms that the Sale Consideration is derived on the basis of the Allottee having agreed to pay the Sale Consideration as per the payment schedule and having agreed to comply with the terms and conditions of this transaction (including as mentioned herein).

36. **Entire Agreement:**

- (i) This Agreement constitutes the entire agreement between the parties hereto and supercedes other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person. The show flat constructed by the Promoter and all furniture, items, electronic goods, amenities etc. displayed therein, and any marketing material including sales brochures, models, photographs, videos, illustrations, walk through, etc. provided to the Allottee/s or made available for the Allottee/s viewing were merely an artist's impression and creative imagination and shall not constitute a representation or warranty or declaration by the Promoter or any of its agents/employees/representatives and the Allottee/s shall not be entitled to make any claim upon the Promoter with respect to any item/component/facet that is not specifically agreed to be provided by the Promoter to the Allottee/s under this Agreement. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supercedes and replaces any previous agreements concerning the said Premises and said car parking space/s between the parties hereto.
- (ii) The Allottee/s is/are aware and agree(s) that this Agreement contains all the terms and conditions for allotment of the said Premises in favour of the Allottee/s.
- (iii) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the Real Estate Project, the Whole Project or the Larger Land or any part thereof.

37. **Right to Amend:**

PROMOTER

ALLOTTEE(S)

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

38. 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 Project shall equally be applicable to and enforceable against any subsequent allottees of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.

39. Severability:

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this 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 the RERA 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.

40. Method of calculation of proportionate share:

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 in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/ spaces in the Real Estate Project.

41. Further Assurances:

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

42. Waiver:

No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision and any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents

43. Place of Execution:

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

44. The Allottee and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

PROMOTER

ALLOTTEE(S)

45. 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 Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of the Allottee : [●]
Address : [●]
Notified Email ID : [●]

Promoter : M/s. Courtyard Real Estate Private Limited
(Promoter Address) : Windsor, 1st floor, C.S.T. Road,
Kalina, Santacruz (East),
Mumbai – 400098.
Notified Email ID : courtyard@narangrealty.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.

46. **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 Allottees.

47. **Stamp Duty and Registration Charges:**

The Allottee/s is responsible and liable to pay the stamp duty, registration charges, surcharge/cess (if any) and/or all other charges (including out of pocket expenses) for the sale and/or transfer of the said Premises and on this Agreement and on the transaction contemplated herein. However, the Promoter has informed the Allottee/s that the Promoter has availed, the facility of concession in payment of premium as per the government directives u/s 154 of the Maharashtra Regional and Town Planning Act, 1966 issued under no. TPS – 1820/SR/27/CR-80/20/UD-13 dated 14th January, 2021, and consequently, as per the aforesaid government directives, the applicable stamp duty payable by the Allottee/s on this Agreement, shall be borne and paid by the Promoter. It is clarified that the registration charges, surcharge/cess (if any) and/or any other charge of and incidental to and pursuant to the execution and registration of this Agreement, shall be borne and paid by the Allottee/s alone.

48. **Dispute Resolution:**

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

49. **Governing Law:**

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

50. **Permanent Account Numbers:**

PROMOTER

ALLOTTEE(S)

Details of the Permanent Account Numbers of the Promoter and Allottee are set out below,-

Party	PAN
Courtyard Real Estate Private Limited	AADCR0870K

51. Construction of this Agreement:

- (i) Any reference to any statute or statutory provision shall include -
 - (a) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
 - (b) any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced;
- (ii) Any reference to the singular shall include the plural and vice-versa;
- (iii) Any references to the masculine, the feminine and/or the neuter shall include each other;
- (iv) The Schedules and Annexes form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;
- (v) References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (vi) Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- (vii) References to a person (or to a word importing a person) shall be construed so as to include:
 - (a) An individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and

That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement

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

PROMOTER

ALLOTTEE(S)

FIRST SCHEDULE
Description of the said Larger Land

All the piece and parcel of land admeasuring 36,418 square meters bearing Survey No. 281/2A/1B, 281/2A/2, 281/2A/3, 283/1, 283/2, 288/2D/1D, 288/2D/2 lying and being at Village Majiwade, Taluka Thane, District Thane and in the Konkan Division of the State of Maharashtra bearing and bounded as follows:-

On or towards the East	: partly by the developed land
On or towards the West	: by Pokharan Road No. 2
On or towards the North	: partly by Vasant Vihar and partly by other private land owners
On or towards the South	: By lands held by Tata Housing

SECOND SCHEDULE
Schedule of Balance Portion of Larger Land

All the piece and parcel of land admeasuring 25,642.50 square meters situated on plot bearing Survey No. 281/2/A (part), 288/2/D (part) and 283A (part) (bearing new Survey No. 283/1 (part)) Pokharan Road No. 2, Village Majiwade, Thane together with construction thereon both present and future.

THIRD SCHEDULE
Materials / Facilities and Amenities in Real Estate Project

Sr.No	Description	Material	Specification/ Make/ Model
1	Cement		Ultratech / Ambuja / JSW / Equivalent
2	Reinforcement Steel	Fe 415 / 500 Grade	Rolling Mill
3	Block Masonry	AAC Blocks	Ultratech / Flycrete / Magicrete / Equivalent
4	Flooring		
	Lift Lobbies	Vitrified Tile	RAK, Kajaria, Nitco, Asian / Equivalent
	Staircase	Vitrified Tile	RAK, Kajaria, Nitco, Asian / Equivalent
	Parking Areas	PCC	Tremix
	Refuge	Stone	Kotah
	Servant Toilet	Vitrified / Ceramic Tile	RAK, Kajaria, Nitco, Asian / Equivalent
5	Doors for Staircase and Refuge		
	Door Frames	Wood	Red Meranti / Sal wood / Equivalent
	Door Shutters	FRD Flush Door	Laminated with Accessories
6	Painting		
	Parking Areas	Cement Paint / Semi Acrylic	Jotun / Asian Paints/ CCI / Berger/ Dulux / Equivalent
	Clubhouse	Plastic Paint / Equivalent	Asian Paints/ Berger/ Dulux / Equivalent
	Entrance Lobby	Plastic Paint / Equivalent	Asian Paints/ Berger/ Dulux / Equivalent
	Lift Lobby	Acrylic Distemper / 3 in 1 / Equivalent	Asian Paints/ Berger/ Dulux / Equivalent
	Meter Room	Acrylic Distemper / 3 in 1 / Equivalent	Asian Paints/ Berger/ Dulux / Equivalent

PROMOTER

ALLOTTEE(S)

	Staircase Area	Acrylic Distemper / 3 in 1 / Equivalent	Asian Paints/ Berger/ Dulux / Equivalent
	External Façade	External Paint - Acrylic	Asian Paints/ Berger/ Dulux/ Jotun / Equivalent
7	Fire Fighting		
	Sprinkler and Hydrants Lines	GI Pipes	Jindal / Zenith / Tata / Equivalent
	Rubber Pipe for Hose Reel		Newage /Jyoti/ Equivalent
	Fire Hose		Newage / Equivalent
	Fire Pumps		Kirloskar, Mather & Platt, KSB / Equivalent
	Sprinkler Heads		Spraysafe / Tyco / Viking / Equivalent
	Fire Extinguishers (ISI)		Minimax / Safex / Equivalent
	MCP, Smoke & Heat detectors		Honeywell/Ravel/System sensor / Equivalent
8	Elevators	High Speed	Otis / Kone / Toshiba / Equivalent
9	Staircase Railing	MS Railing	

FOURTH SCHEDULE
Common Areas, facilities and Amenities in the Whole Project

Sr. No.	Description
1	Clubhouse
2	Landscaping
3	UGT
4	Water Supply
5	STP
6	Storm Water Drain
7	Rain Water Harvesting
8	Swimming Pool
9	Recreation and Play Area
10	Lighting
11	Internal Driveways
12	Sub - Station
13	Ramps
14	Fire Fighting & Detection
15	DG Sets for common area
16	Car Parking
17	Entry / Exit Gates
18	Security Cabin
19	Compound Wall
20	Basement Ventilation

FIFTH SCHEDULE
Schedule of the said Premises

Flat No. ___ admeasuring about ___ square meters equivalent to ___ square feet carpet area (corresponding to Rera Carpet area of ___ Sq. Mtrs. equivalent to ___ Sq. Ft.) together with exclusive amenities being cupboard and/or Service Area and/or kitchen utility area aggregating to

PROMOTER

ALLOTTEE(S)

____ square meters equivalent to ____ square feet on the ____ habitable floor of the said Building No. 2 named [●] in the project Courtyard situated at Pokharan Road No. 2, Thane (West) – 400610.

SIXTH SCHEDULE

Sale Consideration (exclusive of amounts separately payable by the Allottees as specified in Clause 20 and 21 hereinabove)

The Allottee has paid before execution of this Agreement, a sum of **Rs. /- (Rupees Only)** (which constitutes to approx. **10%** of the Sale Consideration) as advance payment and hereby agrees to pay to the Promoter the balance amount of Sale Consideration of **Rs./- (Rupees Only)** in the manner more particularly mentioned hereunder:-

- (a) An amount of Rs./- (Rupees Only) (which does not exceed 20% of the Sale Consideration), is to be paid to the Promoter after the execution of Agreement and simultaneous with registration of this Agreement under the Registration Act, 1908;
- (b) An amount of Rs./- (Rupees Only) (which does not exceed 30% of the Sale Consideration) is to be paid to the Promoter on completion of Plinth.
- (c) An amount of Rs./- (Rupees Only) (which does not exceed 35% of the Sale Consideration) is to be paid to the Promoter on completion of 1st Habitable Floor.
- (d) An amount of Rs./- (Rupees Only) (which does not exceed 40% of the Sale Consideration) is to be paid to the Promoter on completion of 4th Habitable Floor.
- (e) An amount of Rs./- (Rupees Only) (which does not exceed 45% of the Sale Consideration) is to be paid to the Promoter on completion of 8th Habitable Floor.
- (f) An amount of Rs./- (Rupees Only) (which does not exceed 50% of the Sale Consideration) is to be paid to the Promoter on completion of 12th Habitable Floor.
- (g) An amount of Rs./- (Rupees Only) (which does not exceed 55% of the Sale Consideration) is to be paid to the Promoter on completion of 16th Habitable Floor.
- (h) An amount of Rs./- (Rupees Only) (which does not exceed 60% of the Sale Consideration) is to be paid to the Promoter on completion of 20th Habitable Floor.
- (i) An amount of Rs./- (Rupees Only) (which does not exceed 65% of the Sale Consideration) is to be paid to the Promoter on completion of 24th Habitable Floor.
- (j) An amount of Rs./- (Rupees Only) (which does not exceed 70% of the Sale Consideration) is to be paid to the Promoter on completion of 28th Habitable Floor.
- (k) An amount of Rs./- (Rupees Only) (which does not exceed 80% of the Sale Consideration) is to be paid to the Promoter on completion of Top Habitable Floor.

PROMOTER

ALLOTTEE(S)

- (l) An amount of Rs./- (Rupees Only) (which does not exceed 85% of the Sale Consideration) is to be paid to the Promoter on completion of Terrace Slab.
- (m) An amount of Rs./- (Rupees Only) (which does not exceed 90% of the Sale Consideration) is to be paid to the Promoter on completion of Elevator Room.
- (n) An amount of Rs./- (Rupees Only) (which does not exceed 95% of the Sale Consideration) is to be paid to the Promoter on Installation of Elevators
- (o) The balance amount of Rs. /- (Rupees Only) is to be paid to the Promoter against and at the time of handing over of the possession of the Premises to the Allottee on/after receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project.

SEVENTH SCHEDULE
Internal Fittings and Amenities in the Premises

Sr. No.	Description	Material Type	Brand / Make
A	Flooring and Dado		
1	Flooring for Living Room, Dining, Passage, Common Bed Rooms	Imported Marble	
2	Master Bed Flooring	Imported Marble	Egger, Square Feet, Pergo, Euro or Equivalent
3	Kitchen Flooring	Imported Marble	RAK, Kajaria, Johnson, Nitco, Asian or Equivalent
4	Toilet Flooring	Vitrified Tile	
5	Deck Flooring	Ceramic / Vitrified Tile	
6	Dry Balcony Flooring	Ceramic / Vitrified Tile	
7	Toilet Dado	Ceramic / Vitrified Tile	RAK, Kajaria, Johnson, Nitco, Asian or Equivalent
8	Kitchen Dado	Ceramic / Vitrified Tile	
9	Kitchen Platform	Granite	
10	Wash Basin Counters	Granite	
B	Doors / Windows		
1	Door Frames	Wood	Red Meranti / Sal wood / Equivalent
2	Door Shutters		
	Main Door	FRD Flush Door	Laminated / Veneer with Accessories
	Kitchen	FRD Flush Door	Laminated with Accessories
	Bedrooms and Toilets	Flush Door	Laminated with Accessories
3	Windows	Aluminium powder coated glazed windows	
C	Railing		
1	Deck / Kitchen Utility	SS - Glass Railing	
2	Dry Balcony	MS Railing	
D	Internal Paint		
1	Walls and Ceiling	Acrylic Distemper / 3 in 1 / Equivalent	Asian Paints/ Berger/ Dulux / Equivalent
E	Electrical		

1	Cables		Finolex / Polycab, RR Cables, KEI / Equivalent
2	Wires		Finolex / Polycab, RR Cables, KEI / Equivalent
3	PVC Conduit		Precision, AKG, Diamond / Equivalent
4	Switch and Sockets	Modular	Legrand, Scheider, Crabtree/ Equivalent
5	Distribution Boards		LT / Siemens / Legrand, Scheider, Hagers /Equivalent
6	MCBs/ RCCBs/ RCBOs		LT / Siemens / Legrand, Scheider, Hagers /Equivalent
F	Plumbing		
1	CP Fittings		Grohe, Jaguar, Kohler India, Duravit or Equivalent.
2	Sanitary Ware		Grohe, Jaguar, Parryware Roca, Kohler India, Duravit or Equivalent.
3	Flush Tank	Concealed	Jaquar / Grohe / Gabriet / Equivalent
4	Boilers		Venus / Jaquar / Equivalent
5	Kitchen Sink	Stainless Steel without drain board	Nirali / Diamond / Equivalent
6	Water Supply	CPVC	Astral / Supreme / Equivalent
7	Soil and waste water		Wavin AS / GF silenta/Hulliot or Equivalent
G	Fire Fighting		
1	Sprinkler lines	GI Pipes	Tata / Jindal / Zenith / Equivalent

SIGNED, SEALED AND DELIVERED by the)
within named Owner **Courtyard Real Estate**)
Private Limited (formerly known as Raghuleela)
Leasing And Constructions Private Limited))
through its Directors / Authorized Signatories)
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)

Mr. Soham Narang)
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Mr. Manohar Chhabria)
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in the presence of)
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1))
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SIGNED AND DELIVERED by the)
within named Allottee's)
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(1) **Mr./Mrs. _____**)
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(2) **Mr./Mrs. _____**)
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in the presence of)
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1))
2))
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PROMOTER

ALLOTTEE(S)