AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“**this Agreement**”) is made at ________ this _______ day of ________, 2017

BETWEEN

COURTYARD REAL ESTATE PRIVATE LIMITEDa companyincorporatedunder the provisions ofCompanies Act 1956 and deemed existing under the provisions of Companies Act 2013, having its registered office / principal place of business atWindsor, 1st floor, C.S.T. Road,Kalina, Santacruz (East), Mumbai – 400098, hereinafter referred to asthe “**the Promoter**” (which expression shall unless it berepugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **ONE PART**

AND

(Mr. ________________________________ PAN________________________________) **&**(Mrs. ________________________________

PAN________________________________),havinghis/her/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 an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenery and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the **OTHER PART**

WHEREAS:

A. The Promoter is the owner of and is seized and possessed of and otherwise well and sufficiently entitled to undertake the construction and 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 36418 sq.mts square meters as per the 7/12 Extract and 26332.14 sq.mtrs square meters as per title deedslying, being and situate at Village Majiwada Taluka Thane in the District of Thane and more particularly described in the **FirstSchedule** hereunder written and delineated by red colour boundary line on the plan annexed and marked as **<u>Annexure “1”</u>** hereto, and hereinafter referred to as“**the Larger Land**”.

B. The details pertaining to the title/rights/entitlement of the Promoter to the Larger Land is as follows-

(i) By and under an Auction cum Sale Notice dated 15th June, 2015 published by HDFC Limited in inter-alia Free Press Journal (English), notice was given that the said Land would be sold by holding a Public Auction under Rule 8(5)(c) of the SARFAESI Rules by adopting the e-bidding method in the manner and on the terms and conditions stated therein.

(ii) Courtyard Real Estate Private Limited (Formerly known as Raghuleela Leasing and Constructions Private Limited) submitted the highest bid at the e-auction conducted by HDFC Limited on 21st July, 2015 and by and under a Letter dated 21st July, 2015 addressed by HDFC Limited, Raghuleela Leasing and Constructions Private Limited was intimated that their bid was

PROMOTER **ALLOTTEE(S)**

accepted subject to the terms and conditions stated therein.

(iii) By and under a Certificate of Sale dated 31st July, 2015 registered before the office of the Sub-Registrar of Assurances at Thane under Serial No. TNN-9-5145 of 2015 prepared under Rule 9(6) of the SARFAESI Rules and executed by HDFC Limited in favour of Raghuleela Leasing and Constructions Private Limited in exercise of powers under Section 13(4)(a) and Section 13(12) of the SARFAESI Act read with Rule 8 and Rule 9(6) of the SARFAESI Rules, the said Land was sold by HDFC Limited unto and in favour of Raghuleela Leasing and Constructions Private Limited for the consideration stated therein. A possession receipt of even date was also executed by HDFC Limited, and Raghuleela Leasing and Constructions Private Limited was put into physical possession of the said Land on the same date.

(iv) Vide a Fresh Certificate of Incorporation Consequent upon Change of Name dated 29.08.2016 issued by Registrar of Companies, Maharashtra, Mumbai, the Registrar of Companies has certified the change of name of Raghuleela Leasing And Constructions Private Limited to Courtyard Real Estate Private Limited. A copy of Certificate of Incorporation issued by Government of India, Ministry of Corporate Affairs to that effect is annexed and marked **Annexure "2"**

(v) The Statutory approvals mandatorily require the Promoter to hand over 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 also portion of the Larger Land is getting effected by road set back due to road winding of Pokharan Road No. 2. The promoter has handed over a portion of larger land admeasuring 8750 sq. mtrs towards public amenity and 1460 sq. mtrs towards road set back. The balance portion of the Larger Land left over after handing over more particularly described in the **Second Schedule** herewith to the Thane Municipal Corporation or Statutory Authority only would be available either for transferring to the Apex Body.

It is also clarified that the promoter may be required to hand over further portions of land towards road set back in such a case the area left after handing over, such area would be transferred to the Apex .

(vi) The Owner have availed of credit facilities/ financial assistance from Bank/NBFC ("Lender") (namely Catalyst Trusteeship Ltd. (previously known as GDA Trusteeship Ltd.)) against security of the said Land by creating a mortgage thereon as per the terms and conditions contained therein. The Owner prior to the execution hereof has applied and obtained from its Lender a No Objection Certificate for sale of the said Flat in favour of the Purchaser/s on such terms and conditions as setout in the said NOC.

(vii) Although the property being acquired by virtue of auction sale under SARFAESI a Commercial Suit bearing No. 276 of 2017 was filed and Corresponding Lis Pendence dated 15th May, 2017 registered with the Sub registrar of Assurances under Serial No.TNN-1/6674 of 2017came to be registered against the property. The said suit is pending before the Hon'ble High Court

C. The Promoters are 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 development of building No. 3known as 'Rozzaine' is thefifth (5th) phase of the Whole Project (as defined below) being constructed on a portion of the Larger Land admeasuring 581.03square meters ("**said Land**") and proposed as a "real estate project" 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 "3"** hereto.

F. 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.

G. 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 subject matter Real Estate Project Building No. 3 as per sanctioned plans, named as **Rozzaine**constitutes as phase 5 of the Whole Project.

(ii) The said Real Estate Project has been sanctioned/ approved for Basement 1 + Basement 2 + Stilt + 5 (part) upper floors and is proposed upto a maximum of 35 upper floors.

(iii) The Real Estate Project shall comprise of units/premises consisting of apartments, flat/s, purely for Residential use.

(iv) Total FSI of 2166.81sq. mts has been already sanctioned for consumption in the construction and development of the Real Estate Project. The Developer proposes to eventually consume 14006.58 Sq. Meters further FSI in the construction and development of the Real Estate Project thereby in all totaling to 16173.39 Sq. Meters FSI for the entire Real Estate Project;

(v) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the **Third Schedule** hereunder written "**Real Estate Project Amenities**".

(vi) The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee and are listed in the **FourthSchedule** hereunder written "**WholeProject Amenities**".

(vii) The Promoter shall be entitled to put hoarding/boards of their Brand Name viz. Courtyard including displaying names of both promoters 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.

(viii) 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 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.,

(ix) The Promoter shall register the balance phases (as enumerated hereinbelow) as independent real estate projects besides the Real Estate Project, from time to time.

(x) 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.

(xi) 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 Clause ____________ below.

(xii) A Letter of Intent bearing No. 7357 dated 26th October, 2016 issued by Thane Municipal Corporation considering full potential of the plot as on that day is enclosed as **Annexure "4"**

(xiii) A copy of latest Sanction of Development Permission Commencement Certificate bearing old VP No. 97/096 New VP No. S04/0099/16/TMC/TDD/2205/17 dated08.06.2017 issued by the ThaneMunicipal Corporation (TMC) which, is also included as part of the RERA Certificate is enclosed as**Annexure "5"** hereto.

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*.

H. 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 spaceand Area Falling/ Proposed to fall under road as per statutory authorities will be developed in a phase-wise manner.

(ii) Total FSI of 1,50,000square meters is proposed for the whole project ("**said FSI**").

(iii) The Whole Project shall consist of the Following Buildings which shall be registered as individual real estate projects ("**Other Buildings**"):

a) Building No. 1 having Basement 1 + Basement 2 + Stilt + 5 Podiums + 50 upper floors

b) Building No. 2 having Basement 1 + Basement 2 + Stilt + 5 Podiums + 50 upper floors

c) Building No. 4 named "Florence" having Basement 1 + Basement 2 + Stilt + 29 upper floors

d) Building No. 5 named "Onyx" having Basement 1 + Basement 2 + Stilt + 29 upper floors

e) Building No. 6 named "Ivy" having Basement 1 + Basement 2 + Stilt + 29 upper floors

f) Building No. 7 named "Ornella" having Basement 1 + Basement 2 + Stilt + 29 upper floors

(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"**, which specifies the location of the Other Buildings to be built on the Larger Land, together with a draft proforma specifying the proposed total FSI proposed to be utilized on the Larger Land ("**Proposed Potential**"), and also, the tentative 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 G above, the Whole Project Amenities that may be usable by the Allottees are detailed in the **Fourth Schedule** hereunder written.

(vi) Certain of the Other Buildings being Building Nos. 1, 2, 4, 5, 6 and 7, proposed to be developed as part of the Whole Project, may be provided with certain limited common areas and facilities, including club houses, swimming pools, gymnasiums etc. ("**Limited Amenities**"). The Limited Amenities shall be exclusively made available to and usable by the allottees/occupants of such balance towers comprised in the Whole Project, and, shall not be available to the Allottee or any other allottees/occupants of apartments/flats in the Real Estate Project.

(vii) The Promoter shall be entitled to designate any spaces/areas in the OtherBuildings of 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 sub-stations, towersetc

(viii) 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;

(ix) The Promoter shall be entitled to put hoarding/boards of their Brand Name viz. Courtyard including displaying name 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.

(x) The Promoter shall be entitled to confer title of particular building to such Societies, as mentioned at Clause ___________ below.

(xi) 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.

(xii) The nature of development of the said larger Land will be phase wise and would constitute a mixture of users as may be permissible under applicable law from time to time.

(xiii) 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.

(xiv) The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further 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 ("**Proposed Future and Further Development of the Larger Land**").

I. The Purchaser is/are desirous of purchasing a residential premises / flat bearing No.____on the____floor of the Real Estate Project (hereinafter referred to as the "**said Apartment**".

J. 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.

K. 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.

L. 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.

M. 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. 7357 dated26th October, 2016

(ii) CFO NOC dated 30th December, 2016

(iii) Sanction of Development/ Commencement Certificate dated 19th January, 2017

(iv) Revised Sanction of Development/ Commencement Certificate dated 8th June2017

(v) Environmental Clearance issued by Environment Department bearing no. SEAC-2016/CR424/TC-1 dated 3rd May, 2017

(vi) Sale Certificate under SARFAESI DATED 31st July, 2015 duly registered with Sub-Registrar of Assurances Thane

(vii) Certificate of Incorporation pursuant to name change of the Company

(viii) 7/12 extracts of all Survey Numbers concerning the property

(ix) Title Certificate for the property dated 25th August 2015 issued by WadiaGhandy& Company

(x) Addendum to the Title Certificate dated 1st October 2016 issued by WadiaGhandy& Company

(xi) Further Addendum to the Title Certificate dated 13th July 2017 issued by

WadiaGhandy& Company.

N. The authenticated copies of the 7/12 Extract with respect to the Land, described in second scheduleis annexed and marked as **Annexure “7”** hereto;

O. A Copy of the Title Certificate dated 25th August 2015 and addendum to the Title Certificate dated 1st October .2016 and further Addendum to the Title Certificate dated 13th July 2017,by Advocates and Solicitor certifying the right/entitlement of the Promoter is annexed hereto and marked as **Annexure “8”** hereto “**the said Title Certificate**”.

P. 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.

Q. 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.

R. 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.

S. 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 G 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.

T. The carpet area of the said Premises as defined under the provisions of RERA, is _________ square meters. (equivalent to _________sq.ft) which is inclusive of internal unfinished walls and columns offsets of the said Apartment .

U. The Parties relying on the confirmations, representations and assurances of eachother 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.

V. The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the said Premises, at or for the price of Rs.__________/- (Rupees ____only) and upon the terms and conditions mentioned in this Agreement (“**Sale Consideration**”). Prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs.____________ (Rupees _________________________only), being part payment of the 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).

W. Under Section 13 of the RERA, the Promoter is required to execute a written agreement for 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.

X. 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.

Y. The list of Annexures attached to this Agreement are stated hereinbelow,-

Annexure “1”	Plan of the Larger Land
Annexure “2”	Certificate of Incorporation
Annexure “3”	RERA Certificate
Annexure “4”	Letter of Intent
Annexure “5”	Sanction of Development / Commencement Certificate dated 08.06.2017
Annexure “6”	Layout Plan
Annexure “7”	7/12 Extracts
Annexure “8”	Title Certificate / Addendum & further addendum to the Title Certificate
Annexure “9”	Plan of the Flat (Premises)
Annexure “10”	Plan of the Car Parking

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 being the said Building known as ‘Rozzaine’, consisting of 2 basement ground and 29 upper floors in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the MCGM from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee and are listed in the ThirdSchedule 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) has / have agreed to acquire from the Promoter, Apartment No. ____ situated on the _____Floor of the building Rozzaine(the said **Building**) admeasuring ________________sq. mtrs RERACarpet Area (hereinafter referred to as **‘said Apartment’).** The said Apartment is shown hatched in red color on the floor plan thereof hereto annexed as **Annexure “9”** for the consideration and, on the terms and conditions as set out hereinafter. The said Apartment is inclusive of an attached area admeasuring _______ sq. mtrs, in the form of 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 Apartment**”).

“Attached Area” to the said Apartment or **“Independent Area”** means the areas which is within or attached to an Apartment and is being allotted to the Allottee(s) of the Apartment for his/her exclusive use of that Apartment to the exclusion of other Apartment users and shall include area of dry balconies, cupboard, deck or, pocket terraces.

(ii) The Allottee hereby agrees to purchase from the Promoter, and the Promoter hereby agrees to sell to the Allottee, covered parking spaces bearing Nos. _________ situated at ________ basement being constructed in the layout of the Larger Land for the consideration of Rs. _________/- (Rupees __________ ____). The exact location and identification of such car parking space/s will be finalized by the Promoter only upon completion of the Real Estate Project in all respects. The car parking space/s shall be for the Allottee/s and Allottee/s' visitors.

(iii) The total aggregate consideration amount for the said Premises including covered parking spaces is thus Rs. _________/- (Rupees ____)"**the Sale Consideration**" which is exclusive of the said Attached Area to the Apartment.

(iv) The Allottee has paid before execution of this Agreement, a sum of Rs. _________/- (Rupees______________________________________only)(which does not exceed 10% of the Sale Consideration) as advance payment and hereby agrees to pay to that Promoter the balance amount of Sale Consideration of Rs. __________/- (Rupees ___________________________ ________________________only) in the manner and the payment installments more particularly mentioned in the Second Schedule hereunder written:-

(a) An amount of Rs. _____________/- (Rupees ______________________ _______________________________only) (which does not exceed 30% 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 45% of the Sale Consideration), is to be paid to the Promoter on completion of the plinth of the said Building/ Real Estate Project

(c) An amount of Rs. _____________/- (Rupees _____________________ _____________________________ only) (which does not exceed ____% of the Sale Consideration)is to be paid to the Promoter on completion of________ slab

(d) An amount of Rs. _____________/- (Rupees _____________________ _____________________________ only) (which does not exceed ____% of the Sale Consideration)is to be paid to the Promoter on completion of ________ slab

(e) An amount of Rs. _____________/- (Rupees _____________________ _____________________________ only) (which does not exceed ____% of the Sale Consideration)is to be paid to the Promoter on completion of ________ slab

(f) An amount of Rs. _____________/- (Rupees _____________________ _____________________________ only) (which does not exceed ____% of the Sale Consideration)is to be paid to the Promoter on completion of ________ slab

(g) An amount of Rs. _____________/- (Rupees _____________________ _____________________________ only) (which does not exceed ____% of the Sale Consideration)is to be paid to the Promoter on completion of ________ slab

(h) An amount of Rs. _____________/- (Rupees _____________________ _____________________________ only) (which does not exceed ____% of the Sale Consideration)is to be paid to the Promoter on completion of ________ slab

(i) 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 the slabs including podiums and stilts of the said Building.

(j) An amount of Rs. _____________/- (Rupees _____________________ _______________________________ only) (which does not exceed 75% of the Sale Consideration), is to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Premises;

(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 the staircases, lift wells, lobbies upto the floor level of the said Premises;

(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 the external plumbing and external plaster, elevation, terraces with waterproofing, of the said Building/ Real Estate Project

(m) An amount of Rs. _____________/- (Rupees _____________________ _______________________________ only) (which does not exceed 95% of the Sale Consideration), is to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain of the said Building/ Real Estate Project.

(n) 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.

(v) It is clarified that Sale Consideration shall be payable by the Allottee in the Bank Account No. ____________________ maintained with HDFC Bank Ltd. Linking Road, Santacruz (West) Branch, Mumbai with IFSC Code HDFC0000079 "**the saidAccount**".

(vi) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Value Added Tax, Service 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 service tax, 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.

(vii) 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.

(viii) The Promoter shall confirm the final carpet area that has been allotted to the Allotteeafter the construction of the said building 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 within 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(viii), shall be made at the same rate per square meter as agreed in clause _____ above.

(ix) 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.

(x) 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.

(xi) 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.

(xii) 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 this Clause 3 and Clause [●] below (which will not absolve Allottee of its responsibilities under this Agreement).

(xiii) The Promoter shall be entitled to securitise the Sale Price 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.

4. 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.

5. 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 common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the ThirdSchedule hereunder written.

Similarly, the Allottee shall make timely payments of all instalments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

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

The Allotteehereby 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 _______________ above and as depicted in the layout plans, proformas and specificationsAllottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

7. **FSI, TDR and development potentiality with respect to the Proposed Future and Further Development of the Larger Land/ Whole Project**:

It is hereby expressly clarified, agreed and understood that the Promoter shall have the exclusive, absolute, irrevocable, unconditional and unrestricted right to develop the said Land and/or the Larger Land by utilizing the said FSI as reflected in Recital [●], The said FSI shall be utilized to construct the said Building and the Other Buildings as reflected in the Proposed Layout being Annexure 6 hereto and in Recital H hereinabove.

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

(i) The Promoter shall give possession of the Premises to the Allottee on or before 31st May 2023(“**Possession Date**”). Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:-

(a) Any force majeure events;
(b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
(c) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;
(d) Any other circumstances that may be deemed reasonable by the Authority.

(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 (save and except for the reasons as stated in Clause 8(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) theAllottee shall be entitled to terminate this Agreement by givingwritten notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter (“**AllotteeTermination 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**") The promoter shall refund the aforesaid amounts only upon the promoter having received the sale price from the resale of the said flat 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.

(iv) 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.

(v) 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.

(vi) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause ________ 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 TerminationNotice**"), 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 20% (Twenty Percent) percentage of the Sale Consideration plus brokerage fees and any other expenses incurred by the promoter for sale of the said flat ("**Forfeiture Amount**") as and by way of agreed genuine pre-estimate of liquidated damages. The Promoter shall after deduction of the Forfeiture Amount refund the balance amount of the Sale Consideration to the Allottee,only upon the Promoter having received the sale price from the resale of the said Flat. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or car parks in the manner it deems fit and proper.

9. The common areas, facilities and amenities in the said Project that may be usable by the Allottee and are listed in the ThirdSchedule hereunder written. The common areas,

facilities and amenities in the Whole Project that may be usable by the Allottee and are listed in the **FourthSchedule** hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the **SixthSchedule** hereunder written.

10. **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 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 10(i) above, 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 within the time provided in Clause 10(ii) above, such Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by the Promoter.

(iv) Within 15 (fifteen) days of receipt of the Possession Notice, 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 against the sums received by the Promoter towards Advance Maintenance as per clause 17below. 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.

11. 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 said Building 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 and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee and/or any other allottees in the Real Estate Projectand/or is caused by any works undertaken by the Allottee and/or any other allottes in their respective premises in the Real Estate Project.

12. The Allottee shall use the said Premises or any part thereof or permit the same to be used only for purpose of Residences. The Allottee shall use the car parking space only for purpose of parking vehicle.

13. **Formation of the 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 authorities to form a co-operative housing society to comprise solely of the Allottee and other allottees of units/premises in the said Building, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA 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 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 bye-laws 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.

(v) The Society shall admit all purchasers of flats and premises in the said Building as members, in accordance with its bye-laws.

(vi) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any. Post execution of the Society Conveyance, the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any 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 premises in the Real Estate Project or in the Whole Project, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum of Rs.1000/- (Rupees One Thousand) per month in respect of each unsold premises towards the outgoings

(vii) 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.

(viii) Upon 51% of allottees of premises/units in the other real estate projects to be developed on the Larger Land having booked their respective premises/units, the Promoter shall submit application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in those particular real estate project, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("**Other Societies**"). The Promoter shall similarly undertake the necessary steps for formation of the Other Societies in which the allottees of the premises/units comprised in the other real estate projects comprised in the Larger Land shall become members, in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and the RERA and RERA Rules.

(ix) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies, shall be borne and paid by the respective Society/Other Societies and their respective members/intended members including the Allottee, as the case may be, and the Promoter shall not be liable toward the same. However the changes 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, has been covered in 17(B) (ii) below

14. **Purchase of Apartment by a Non-Resident**

The Non-Resident Allottee(s) agree(s) that in respect of all remittance for acquisition /transfer of the said Apartment and any refund, etc. 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. It shall be the sole responsibility of the Allottee(s) who is non-resident / foreign national of Indian origin / foreign national / foreign companies to abide by the same. The Promoter shall not be liable in any manner for non-compliance by such Allottee(s) of any laws applicable to Non-Resident Indian(s) or PIO's or foreign national(s) who are resident in India or foreign companies as the case may be

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

(i) Within 3 months from (a) the sale of all the apartments in the Real Estate Project and receipt of the full consideration and (b) the date of issuance of the Full Occupation Certificate with respect to the same along,the Real Estate Project with the common areas, facilities and amenities described in the ThirdSchedule hereunder written shall be conveyed to the Society vide a registered indenture of conveyance, provided however that the basements, podium and stilts shall be retained by the Promoter and shall not be conveyed to the Society ("**Society Conveyance**"). The Society shall be required to join in execution and registration of the Society Conveyance. The costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project including any common areas facilities and amenities and the Developer shall not be responsible for the same.

(ii) The Promoter shall execute and register similar conveyances to the Other Societies with respect to their respective real estate project.

16. **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 toward the same.

17. **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, 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**").

(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.

18. The Allottee shall before delivery of possession of the said premises in accordance with clause ________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. _____________ for formation and registration of Society and Apex Body
(ii) Rs. _____________ towards water/ connection supply charges
(iii) Rs. _____________ for Electricity supply, Electricity receiving and substation provision charges
(iv) Rs. _____________ 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 H above

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.

19. The Allottee shall pay to the Promoter a sum of Rs.______________/- 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,.

20. 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.

21. 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 Allotteealongwith 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.

22. 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.

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

The Allottee(s) is aware that the Promoter may in respect of the Real Estate Projectand/or in respect of the Whole Project, appoint a Facility Management Company (FMC) to manage the said Real Estate Projectand/orWhole Project, includingall the Common Areas and Facilities. The FMC shall have the exclusive right to continue to manage the Real Estate Project and/or the Whole Projectfor 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.

24. **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 Allotteefor 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 Allotteeunder 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 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

25. **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) There are no 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 prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the 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 ThirdSchedule hereunder written to the Society;

(x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till 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.

26. 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 alterationof 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 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 throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Larger Land and/or the Real Estate Project in which the said Premises is situated.

(vii) 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.

(viii) 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.

(ix) Not to change the user of the said Premises without the prior written permission of the Promoter and Society;

(x) 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**[Transfer Fee]**.

(xi) 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.

(xii) 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.

(xiii) 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.

(xiv) Not to affix any fixtures or grills on the Real Estate Project or any part thereof for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. For fixing grills on the inside of the windows,the standard design for the same shall be obtained by the Allottee from the Promoter and the Allottee undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If the Allottee has affixed fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose or if the Allottee has affixed a grill having a design other than the standard approved design, the Allottee shall 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.

(xv) 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 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.

(xvi) The Allottee shall not create any hardship, nuisance or annoyance to any other allottees in the Real Estate Project.

(xvii) 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 Projectincluding 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 Allotteecommits 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.

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

27. 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.

28. 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.

29. 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.

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

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said 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 nothing shall affect the already subsisting mortgage/charge created over the said Premises in favourof Catalyst Trusteeship Limited.

31. **Nominee**:

(i) The Allotteehereby 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 Allotteeunder 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 Allotteeshall 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.

32. **Entire Agreement**:

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

33. **Right to Amend**:

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

34. **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.

35. **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.

36. **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.

37. **Further Assurances**:

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

38. **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

39. **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**.

40. 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.

41. 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.

42. **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.

43. **Stamp Duty and RegistrationCharges**:

The charges towards stamp duty fees and registration charges of this Agreement and all out of pocket costs, charges and expenses on all documents for sale and/or transfer of the saidApartmentshall be borne by the Allottee alone.

44. **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.

45. **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.

46. **Permanent Account Numbers**:

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

Party	**PAN**
Courtyard Real Estate Private Limited	[●]
[●]	[●]

47. **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.

FIRST SCHEDULE
Description of the said 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 26,332.14 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.

FIFTH SCHEDULE
Schedule of the said Apartment

Flat No. _____admeasuring about _______square meters equivalent to _____square feet carpet area together with exclusive amenities being cupboard Area, Service Area and balcony utility area aggregating to ________ square meters equivalent to _______ square feet thereby in all totaling to ________ square meters equivalent to _______ square feet on the 1st habitable floor of the said Building No. 3 named Rozzaine in the project Courtyard situated at Pokharan Road No. 2, Thane (West) - 400610

SIGNED, SEALED AND DELIVERED by the
withinnamed Owner **Courtyard Real Estate Private Limited** (previously known as Raghuleela Leasing And Constructions Private Limited through its Directors / Authorised Signatories

Mr. ______________________

Mr. ______________________

in the presence of

1)

2)

SIGNED AND DELIVERED by the
within named Purchaser

(1) ____________________________

(2) ____________________________

in the presence of

1)

2)