

AGREEMENT TO SELL

THIS AGREEMENT made at Navi Mumbai this.....day of, Two Thousand and Twenty BY AND BETWEEN **M/S. HAWARE HOUSING**, a partnership firm duly registered under the Indian Partnership Act, 1932 and having its place of business at 422, Vardhaman Market, Sector-17, Vashi, Navi Mumbai – 400 703, hereinafter referred to as the "**THE PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the partners for the time being of the said firm, its successor/s and the heirs, executors, administrators of the last surviving partner) of the **FIRST PART; AND**

SHRI/SMT./M/s......, Indian Inhabitant residing at / having office at.....

.....hereinafter referred to as the "**PURCHASER/S**" (which expression shall unless it be repugnant to the context of meaning thereof be deemed to mean and include; in case of Individual/s: 'his/her/their heirs executors administrators'; in case of Partnership Firm: 'the Partners for the time being of the said firm, the Survivors or Survivor of them and the heirs, executors of last Surviving Partner, their or his assigns'; in case of Body Corporate: 'its successors and assigns' and in case of Joint Hindu Family (HUF) : 'the Members or Members for the time being the said Joint Hindu Family and their respective heirs, executors, administrators and assigns') of the **SECOND PART;**

A. WHEREAS:

I. One Shri Vishnu Bhaskar Kasar was the kul (protected tenant) in respect of all that piece and parcel of land bearing old Survey No. 19, corresponding new Survey No. 19, Hissa No. 14, admeasuring about O-H-17-R-0 prati i.e. 1700 sq. mtrs, lying being and situated at Mauje -

Kasarvadavali, Taluka and District – Thane (hereinafter referred to as “the project land”).

II. That as per the Order dated the 2nd May, 1981, passed by the Agricultural Land Tribunal under Section 32G of the Bombay Tenancy and Agriculture Land Act, Shri Vishnu Bhaskar Kasar having paid the purchase price, his name was recorded as Kabjedar in respect of the project land vide Mutation Entry No. 291.

III. By a Development Agreement dated the 14th March, 1989 Shri Vishnu Bhaskar Kasar along with his three children Shri Rajan Vishnu Kasar, Shri Sajan Vishnu Kasar, and Smt. Vatsala Vishnu Kasar (now Smt. Vatsala Dharmesh Alimkar) agreed to grant the development rights inter alia of the project land to one M/s. Poorvi Enterprises on the terms and conditions more particularly set out in the said Development Agreement dated the 14th March, 1989. The said Development Agreement duly registered on 14th March, 1989 in the office of Sub-Registrar of Assurances, Thane bearing Sr. No. 2221/1989.

IV. Shri Vishnu Bhaskar Kasar, Shri Rajan Vishnu Kasar, Sajan Vishnu Kasar and Smt. Vatsala Vishnu Kasar (now Smt. Vatsala Dharmesh Alimkar) also executed a General Power of Attorney on the 14th March, 1989 for the development of the project land in favour of M/s. Poorvi Enterprises, duly registered with the office of Sub-Registrar of Assurances, Thane being Sr. No. 87/1989.

B. AND WHEREAS:

I. Vide Order dated the 4th June, 2009 of Tahsildar bearing No. RMahsul Kaksh-1table-3/S.R. 605/2009/hno/kavi -3778 and the Order of Addl. Collector & the Competent Authority, U.L.C., Thane bearing Ref. No. ULC/TR/ATP/Section 20/21 dated 25th March, 2009 the project land has been exempted from the Urban Land Ceiling Act, 1976 under Section 20 and 21 of the said Act for the purpose of building the construction project thereon;

- II. The said fact was recorded in the Record of Rights under Other rights column as “the area under Section 20/21 scheme -1700 sq.mts.”
- III. Shri Vishnu Bhaskar Kasar died on 14th April, 2008 leaving behind 1) Smt. Nalini Vishnu Kasar, 2) Shri Rajan Vishnu Kasar, 3) Shri Sajan Vishnu Kasar, 4) Smt. Jayashri Dayanand Bhoir and 5) Smt. Vatsala Dharmesh Alimkar as his legal heirs.

C. AND WHEREAS

- I. By Deed of Assignment of Development Rights dated the 19th September, 2008 M/s. Poorvi Enterprises assigned the development rights of the project land in favour of M/s. Haware Engineers and Builders Pvt. Ltd on the terms and conditions more particularly set out in the said Deed of Assignment of Development Rights dated the 19th September, 2008. The said Deed of Assignment of Development Rights duly registered on 19th September, 2008 with the office of Sub-Registrar of Assurances, Thane bearing Sr. No. 5629/2008.
- II. Along with the Deed of Assignment of Development Rights dated the 19th September, 2008, M/s. Poorvi Enterprises executed a Substituted Power of Attorney in favour of M/s. Haware Engineers & Builders Pvt. Ltd. for the development of the project land. The said Power of Attorney was duly registered dated the 19th September, 2008 with the office of Sub-Registrar of Assurances, Thane at Sr. No. 5630/2008.
- III. Thereafter by Deed of Confirmation dated the 16th February, 2010 executed by and between M/s. Haware Engineers & Builders Pvt. Ltd. and 1) Smt. Nalini Vishnu Kasar, 2) Shri Rajan Vishnu Kasar, 3) Shri Sajan Vishnu Kasar, 4) Smt. Jayashri Dayanand Bhoir, 5) Smt. Vatsala Dharmesh Alimkar, 6) Diksha Rajan Kasar and 7) Manisha Sajan Kasar

(the legal heirs of late Shri Vishnu Bhaskar Kasar) the Development Agreement and General Power of Attorney both dated the 14th March, 1989, Deed of Assignment of Development Rights and Substituted Power of Attorney both dated 19th September, 2008 were confirmed on the terms and conditions more particularly set out in the Deed of Confirmation dated the 16th February, 2010. The said Deed of Confirmation duly registered on 16/2/2010 with the office of Sub-Registrar of Assurances, Thane bearing Sr. No. TNN-5/1625/2010.

D. AND WHEREAS:

- I. By Deed of Conveyance dated the 16th May, 2014 executed by and between the legal heirs of late Shri Vishnu Bhaskar Kasar & Others and the Promoters and M/s. Poorvi Enterprises as the Confirming Party No. 1 and M/s. Haware Enginners and Builders Pvt. Ltd. as the Confirming Party No. 2, the legal heirs of late Shri Vishnu Bhaskar Kasar & Others sold, transferred and conveyed to the Promoters all that piece and parcel of land bearing Survey No. 19, Hissa No. 14, admeasuring about O-H-17-R-0 prati i.e. 1700 sq. mtrs, lying being and situated at Mauje - Kasarvadavali, Taluka and District – Thane (the Project Land) on the terms and conditions more specifically set out in the Deed of Conveyance dated the 16th May, 2014. The said Deed of Conveyance duly registered on 16th May, 2014 with the office of Sub-Registrar of Assurances, Thane bearing Sr. No. TNN-2/4064/2014.
- II. By Mutation Entry No. 1520, the name of the Promoters came to be recorded in the Records of Rights as “khatedars” in respect of the project land. Hereto annexed and marked as ***Annexure – “A”*** is the copy of the Mutation Entry No. 1520 dated the 26th September, 2014.
- III. By Deed of Rectification dated the 21st April, 2015 executed by and between the legal heirs of late Shri Vishnu Bhaskar Kasar and Promoters and M/s. Poorvi Enterprises as the Confirming Party No. 1 and M/s. Haware Engineers and Builders Pvt. Ltd. as the Confirming Party No. 2

the clause of mortgage and the amenities in the Deed of Conveyance dated the 16th May, 2014 were on the terms and conditions more specifically set out in the Deed of Rectification dated the 21st April, 2015. The said Deed of Rectification duly registered on 21st April, 2015 with the office of Sub-Registrar of Assurances, Thane under Sr. No. TNN-2/4434/2015.

- IV. Pursuant to the instruments as set out supra and particularly the Deed of Conveyance dated the 16th May, 2014, the Promoters are seized and possessed off and well and sufficiently entitled to the Project Land.

F. AND WHEREAS:

- I. The Thane Municipal Corporation granted Sanction of Development Permission/Commencement Certificate dated the 8th February, 2018 for the construction of Building Type A- of Lower ground plus upper ground plus 1 to 7 floors and Building Type B- Upper Ground plus 1 to 7(pt) floors on the project land on the terms and conditions set out in the sanction of Development Permission dated the 8th February, 2018 a copy whereof is annexed hereto and marked *Annexure - "B"*.
- II. The Promoters propose to construct on the project land Residential Building to be known as **"Intelligentia Spectrum Thane by Haware Properties"** comprising of two buildings i.e. Building 'A' and Building 'B'. Building 'A' of lower ground + upper ground + first to seventh floor and Building 'B' having upper ground + first to seventh floor.
- III. The Promoters have appointed the Architect M/S. Saakaar Architects in the form so prescribed
- IV. The Promoters have appointed M/s. Epicon Consultants Private Limited as the Structural Engineer for the preparation of structural designs and drawing of the buildings.

V. The Promoters shall keep engaged the Architect and the Structural Engineer with the project who shall professionally supervise the same till the completion thereof.

E. AND WHEREAS:

I. As mandate by Section – 3 of the **the Real Estate (Regulations & Development) Act 2016 (RERDA)** the Promoters have registered the present real estate projects with the Maharashtra Real Estate Regulatory Authority (MAHARERA). The Registration Certificate dated 15/03/2019 bearing No. P51700019952 is hereto annexed and marked as *Annexure “C”*.

II. On demand from the Purchaser/s the Promoters have afforded him/her/them the inspection of all the documents of title adverted to supra relating to the project land as also that of the plans, design and specifications prepared by Architect including all such other and further documents mandated by the RERDA and the Rules and Regulations framed thereunder.

III. The authenticated copy of the Title Certificate issued by Shri Y.S. Dudhaskar, Advocate is annexed hereto and marked *Annexure -“D”*.

EXPLANATION: The tenure of the project land is freehold, the title whereof emanates from the conveyance by the legal heirs of late Shri Vishnu Bhaskar Kasar & Others in favour of the Promoters. On completion of construction and the formation of the Co-op Society/ Company of the Purchasers, the Promoters shall convey the Project Land as mandated by S. 17 of the RERDA to the Co-op Society/Company promoted and registered by the Purchasers as mandated by S. 11 (4-e) thereof.

IV. The authenticated copy of the plans and specifications of the flat agreed to be purchased by the Purchaser/s as sanctioned and approved by the Town Planning Authority is annexed hereto and marked as *Annexure - “E”*.

V. The Promoters shall observe/comply/conform with the terms, conditions, stipulations and restrictions laid down by the authorities while granting approval/sanction/clearance/consent as adverted to supra during the development/building operations upon the Project Land and thereupon apply to the Planning Authority for the grant of Occupancy Certificate.

VI. The Promoter has unequivocally divulged to the Purchaser that by a Loan Agreement dated 16th August 2018, the Promoter has taken a loan from L&T Housing Finance Limited for development of the Project Land and construction of buildings on it. The Promoter has mortgaged the said Property along with certain other properties in favour of L & T Housing Finance Limited (“the Mortgagee”) as a security for availing from the Mortgagee finance, inter alia, for construction of building/s on the said Property and for general corporate purposes. The Mortgagees have agreed that the Promoter shall be entitled to allot and/or sell flats in the building/s to be constructed on the said Property and they shall issue ‘No Objection Certificate/s’ in respect of such allotment/ sale subject to the Promoter complying with the stipulated terms and conditions in this regard. The Purchaser consents that the Promoter has reserved the right to create mortgages/ encumbrances as required from time to time save and except the right of the Purchaser on the said Flat. The details of such mortgages shall be disclosed in accordance with the provisions of law

VII. The Promoters have accordingly commenced the building operations of the Project **“Intelligentia Spectrum Thane by Haware Properties”**.

F. AND WHEREAS:

VIII. The Purchaser/s has/have requested the Promoters and the Promoters have agreed to sell (on the basis of carpet area only) to the Purchaser/s a **flat bearing No. _____**, on the _____ **Floor** admeasuring _____**sq. mts.** carpet area located in the Wing No. of the Project to be known as **““Intelligentia Spectrum Thane by Haware Properties”** as shown in the typical floor plan being Annexure **“E”** hereto being constructed on the Project Land.

N.B: The carpet area mentioned in the immediately preceding clause means the net useable floor area of the flat including the area covered by the internal walls but excluding the area covered by the external walls, cupboard area, exclusive balcony appurtenant to the said flat for exclusive use of the Purchaser/s.

N.B.: It is unambiguously agreed and understood by the parties hereto that the Promoters have agreed to sell the flat on the basis of the carpet area alone and the consideration mentioned herein is only for the flat (on the basis of the carpet area).

I. The Purchaser/s has/have agreed to pay ` \_\_\_\_\_/- (**Rupees \_\_\_\_\_ Only**) being the entire consideration of the said flat (on the basis of the carpet area alone) in accordance with the provisions of the RERDA and Rules and Regulations framed thereunder. The Purchaser paid ` _____/- (Rupees _____ Only) as advance (being 10% of the entire consideration) and ` _____/- (Rupees _____ Only) upon the execution of this Agreement (being 20% of the entire consideration) and the balance amount shall be paid strictly in accordance with the progress of the construction work as delineated in Schedule annexed hereto and marked ***Annexure – “F.”***

II. The Promoters, therefore, in compliance of the mandate of S. 13 of the RERDA execute this Agreement evincing the terms and conditions mutually agreed upon by and between the parties hereto whereunder the Promoters have agreed to sell and the Purchaser/s has/have agreed to purchase the flat and covered parking which are set out hereunder.

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

1. RECITAL CLAUSES ARE INTEGRAL TO THIS AGREEMENT: The recitals supra are intended to be treated as the integral part of this agreement for all purposes including the interpretation of this document.

2. CONSTRUCTION OF THE PROJECT:

The Promoters shall under normal conditions construct the Building - A (lower G + Upper G + 7 Floors) & Building - B (Upper G + 7 Floors), in accordance with the said plans and specifications approved and sanctioned by the Thane Municipal Corporation on the pieces and parcels of lands bearing Survey No. 19, Hissa No. 14, admeasuring about O-H-17-R-0 prati i.e. 1700 sq. mtrs, lying being and situated at Mauje - Kasarvadavali, Taluka and District – Thane (Project Land).

PROVIDED THAT except for such variations/additions/alterations/modifications as might be required to be carried out as per the requisition of the Government/Authorities, others shall be carried out, if so required, with the consent of the Purchasers in accordance with the mandate of the RERDA and the Rules and Regulations framed thereunder.

3. SALE OF FLAT:

a. The Promoters hereby agree to sell to the Purchaser/s (subject to the due and timely payment of the consideration and further subject to the due and proper performance and compliance of all the terms and conditions herein appearing by the Purchaser/s) and the Purchaser/s hereby agrees to purchase from the Promoters on the basis of carpet area* only **Flat No.** _____ on the _____ **Floor** admeasuring _____ **Sq. Mtrs.** carpet area (hereinafter referred to as “the said flat”) in **the Wing** of the Project to be known as “**Intelligentia Spectrum Thane by Haware Properties**” being constructed on the Project Land.

N.B: The carpet area mentioned in the immediately preceding clause means the net useable floor area of the flat including the area covered by the internal walls but excluding the area covered by covered by the external walls, cupboard area, exclusive balcony appurtenant to the said flat for exclusive use of the Purchaser/s.

b. The Purchaser/s hereby agree/s to purchase and the Promoters agree to sell the covered (stilt)/Stilt Upper Level Parking No. being constructed as per the layout for the consideration of `/- (Rupees).

c. Explanation :-

- i. The Purchaser/s shall have right to use common areas and facilities available in the building by virtue of his / her / their purchasing the said flat albeit only on the basis of carpet area.
- ii. Usage of some common facilities is subject to payment of applicable operational charges

4. CONSIDERATION:

a. In consideration of the Promoters agreeing to sell the said flat on the basis of the carpet area only, the Purchaser/s has/have agreed to pay to

* As defined by S. 2(k) of the RERDA

the Promoters, a lumpsum price of _____/- (Rupees _____ Only).

b. In consideration of the Promoters selling the Covered Parking (stilt)/Stilt Upper Level Parking No., the Purchaser/s shall pay to the Promoters ` _____ /- (Rupees _____ Only).

c. The Purchaser shall pay to the Promoters the aggregate amount of ` _____/- (Rupees _____ Only) towards the consideration of the Flat and the Covered Parking in accordance with the Schedule of Payment being Annexure "F" hereto. The payment of the consideration STRICTLY as per the payment schedule is agreed and understood to be the essence of the contract for the payment of the installments as per the schedule is essential for the completion of the construction in the given time frame and the default may adversely affect the completion of project within the committed time frame. The Purchaser/s has been explained that any default in the payment as per the schedule might cause loss/delay to the entire project. The Purchaser/s has/have therefore agreed not to commit any default in the payment and scrupulously and tenaciously adhere to the schedule of payment.

d. The aggregate consideration of ` _____/- (Rupees _____ Only) mentioned supra is exclusive of the taxes, cesses, charges, penalties viz. service tax/GST/VAT/Octroi/ LBT etc. and/or any other taxes, cesses, charges, penalties which might be levied/exacted in connection with carrying out of the development of the project and/or the building operations therein up to the date of the handing over the possession of the flat/covered parking, which the Purchaser/s undertake/s to pay to the Promoters apart from the aggregate consideration of the flat/Covered Parking/ Stilt Upper Level Parking.

- e. The purchaser has hereby agreed to pay the balance consideration of Rs._____through post dated cheques with details as below:
<Add chart here with cheque number, amount, bank name, branch, date, total >
- f. The Purchaser/s hereby agrees, declares and confirms with the Promoters that the Purchaser/shall comply with the mandate of S. 194-IA of the Income Tax Act, 1961 by deducting TDS, if applicable, and depositing the same with the concerned Authorities under Income Tax Department and the Purchaser/s shall file the necessary return of such TDS with the Income Tax Authorities within the stipulated period and shall also issue the TDS certificate to the Builder within the stipulated period. NOTWITHSTANDING anything contained herein, it is specifically agreed by the Purchaser/s that the Purchaser/s shall be entitled to get the credit of the TDS deducted by him / her / them only if the Promoters are entitled to get the credit from the Income Tax Department of such TDS amount paid by the Purchaser/s. In case if there is any additional TDS required to be deducted (in addition to the TDS already deducted), then the Purchaser/s shall deduct the same as and when required under law and the conditions mentioned above in this Clause shall be applicable for the additional TDS so deducted.
- g. The Total Price 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 Promoters undertake and agree that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

- h. The promoter may allow, in its sole discretion, a rebate for early payments for equal installments payable by the Purchaser by discounting such early payments at a rate mutually agreed upon by both the Promoters & Purchasers for which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to a Purchaser by the Promoter. It is in accordance with this clause that the cost for the mentioned flat has been fixed to that amounting in the clause 4.a.
- i. In pursuance of clauses above, it is further decided between the parties to this present agreement that the Customers/Purchasers who have not opted for the clubhouse membership or any other amenities due to their financial consideration, the Promoter has adjusted the said amount in the consideration as scheduled above.

5. INSPECTION OF DOCUMENTS BY THE PURCHASER/S: The Purchaser/s has/have prior to the execution of this Agreement, perused all the documents constituting title deeds, approved plans, commencement certificate, development permission and satisfied himself/themselves/herself about the title of the Promoters to the said flat and no requisition or objection shall be raised upon the Promoters in any matter relating thereto. A copy of the Certificate of Title issued by Shri Y.S. Dudhaskar, Advocate, being Annexure "D" hereto. The Purchaser/s has independently of the said certificate made inquiries concerning the title of the Promoters to the Project Land and the Purchaser/s has/have accepted the same and he/she/they shall not be entitled to raise or administer any requisition or objection in respect of the property or the Promoters title thereto.

6. CONFIRMATION OF THE CARPET AREA: The Promoters shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three

percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Purchaser/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Promoters shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 4(a) of this Agreement.

7. AUTHORISATION TO THE PROMOTERS TO ADJUST PAYMENTS TOWARDS DUES: The Purchaser/s authorizes the Promoters 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 Promoters may in its sole discretion deem fit and the Purchaser/s undertake/s not to object/demand/direct the Promoters to adjust his payments in any manner.

8. OBSERVATION OF THE TERMS/CONDITIONS OF THE DEVELOPMENT PERMISSIONS BY THE PROMOTERS: The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.

9. TIME BEING ESSENCE: Time is essence for the Promoters as well as the Purchaser/s. The Promoters shall abide by the time schedule for completing the project and handing over the flat to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the

case may be. Similarly, the Purchaser/s shall make timely payments of the instalments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in Clause 1 (c) herein above. ("Payment Plan").

10. FLOOR SPACE INDEX: The Promoters hereby declare that the Floor Space Index available as on date in respect of the project land is 1.00 which yields total BUA of 2933.31 sq.mts. The Promoters shall be entitled to the increased FSI, TDR, Premium and or any other benefit which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters have disclosed the Floor Space Index of 1.00 as proposed to be utilized by them on the project land based on the DCR for the time being in force. The Purchaser/s has/have agreed to purchase the said flat in the project being carried out as per the FSI Rules in force as of date and any increase in the FSI shall exclusively belong to the Promoters, which they can utilize by constructing additional building/wing on the project land.

11. INTEREST PAYABLE ON DELAY: If the Promoters fail to abide by the time schedule for completing the project and handing over the Flat to the Purchaser/s, the Promoters agree to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in the Rules on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s agrees to pay to the Promoters, interest as specified in the Rules, on all the delayed payment which become due and payable by the Purchaser/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoters.

12. TERMINATION OF THE AGREEMENT PURSUANT TO THE DEFAULT BY THE PURCHASER: Without prejudice to the right of

Promoters to charge interest in terms of sub Cl. 11 above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of instalments, the Promoters, at their own option, may terminate this Agreement:

Provided that, Promoters shall give notice of fifteen days in writing to the Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fail/s to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters) within a period of thirty days of the termination, the instalments of sale consideration of the Flat which may till then have been paid by the Purchaser/s to the Promoters.

13. FIXTURES & FITTINGS: The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand to be provided by the Promoters in the said building and the Flat as are set out in the Schedule annexed hereto and marked *Annexure "G"*.

14. TIMELINE FOR DELIVERING POSSESSION: The Promoters shall deliver possession of the Flat to the Purchaser/s on or before 31st

December, 2023. If the Promoters fail or neglect to give possession of the Flat to the Purchaser/s on account of reasons beyond their or their agent's control by the aforesaid date, the Promoters shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the Cl. 11 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoters shall be entitled to the extension of time for delivering the possession of Flat, if the completion of building in which the Flat is to be situated is delayed on account of -

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority.
- (iii) any order/decreed of the Court.
- (iv) Non availability of cement, steel and/or any other construction material.

a. **Procedure for taking possession** - The Promoters, upon obtaining the occupancy certificate from the Competent Authority and after receipt of all the payments to be made by the Purchaser/s as per the agreement shall offer in writing, the possession of the flat to the Purchaser/s in terms of this Agreement which the Purchaser/s shall take within three months from the date of issue of such notice. The Promoters agree and undertake to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Promoters or association of Purchaser/s, as the case may be. The Promoters on its behalf shall offer the possession to the Purchaser/s in writing within 7 days of receiving the Occupancy Certificate of the Project.

- b. **Failure of Purchaser/s to take Possession of the Flat:** Upon receiving a written intimation from the Promoters as per Clause 14.1, the Purchaser/s shall take possession of the Flat from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Flat to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided in Clause 14.1 such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.
- c. It is further decided between the parties to this agreement that the Promoter is at the liberty to amalgamate any adjacent buildings or any new building which may or may not be adjacent to the present project land with the present project land and that the purchasers of the new building coming in this project land shall be having the full access to the amenities provided by the builder in the present project such as swimming pool, other common areas including clubhouse other facilities subject to subscription of this facility by the purchaser. It is further assured to the promoters by purchasers that they shall have no objection with respect to this present arrangement.
- d. **Promoter entitled to give possession on obtaining Part Occupancy Certificate:** On obtaining the Part Occupancy Certificate from the concerned authority, the Promoter shall be entitled to hand over possession of the said premises to the Purchaser/s even though permanent electricity and water connections are not connected by the concerned authorities. The Promoter shall not be liable for any loss, damage, injury or delay due to Maharashtra State Electricity Board/or any other supplying company causing delay in sanctioning and supplying electricity or due to the Mumbai Municipal Corporation / Local authority concerned, causing delay in giving/supplying permanent water connection or such other service connections necessary for using/occupying the Premises. On the Promoter offering possession of

the said premises to the Purchaser/s, the Purchaser/s shall be liable to bear and pay their proportionate share in the consumption of electricity and water. The Purchaser/s shall pay to the Promoter, within fifteen days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said Building in which the said premises is situated. The Purchaser/s herein further agree/s, declare/s and undertake/s to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by Mumbai Municipal Corporation or the concerned local authority and/or Government and/or other public authority, on account of change of user of the said premises by the Purchaser(s)/Allottee(s) for any purposes other than for purpose for which it is sold.

- e. If for any reason prior to the completion of the said building/s and the receipt by the Promoter of the total consideration money receivable by him for one or more out of a number of buildings or extensions or additions to and building/s have remained to be constructed Deed/s of Conveyance is/are executed in favour of the Co-operative Society or Limited Company, Federation of the Societies and if on the date of such Conveyance/s, the said building/s is/are not constructed or fully constructed and/or completed and/or if the building/s and/or other portion of the said property has or have not been disposed of by the Promoter on ownership basis or if the Promoter has not obtained full consideration money receivable by him from all persons who have acquired the flats/ shops/ bungalow and other portions in the said property then and in any such event, Promoter shall have right to construct and complete the said building/s and to dispose of the unsold flats/ shops and/or other portions of the said property and/or to receive the consideration money even though such Conveyance/s as the case may be is executed in favour of the Co-operative Society/Federation. Adequate provisions for the above shall be made in the Deed of Conveyance/s.

15. DEFECT WARRANTY: If within a period of five years from the date of receiving possession of the Flat, the Purchaser/s brings to the notice of the Promoters any structural defect in the Flat or the building in which the Flat is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.

15.1. The aforesaid warranty given by the Promoters is applicable only if after occupying the flat the Purchaser shall maintain the flat in the same condition as it was handed over to him by the Promoters. In case the Purchaser/s make/s any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen, bathrooms, balconies, terrace, enclosing balconies, flower bed, extending rooms, changing floorings, plumbing systems, electrical wiring, sanitary systems and fittings, fixing falls ceiling or doing any work affecting and damaging the columns and/or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and/or society or association/company. Further, in the following cases where the Purchaser/s (i) installs air-conditioners on the external walls haphazardly which may destabilize the structure, (ii) Purchaser/s and/or its tenants load heavy luggage in the lift, (iii) damage any portion of the neighbor's flat or common area by drilling or hammering etc. and (iv) does not follow the conditions mentioned in the maintenance manual, the Purchaser/s shall not be entitled to invoke the aforesaid warranty given by the Promoter.

16. USE OF THE FLAT: The Purchaser/s shall use the flat or any part thereof or permit the same to be used only for purpose of residence.

He/She/they shall use the parking only for purpose of keeping or parking vehicle.

17. FORMATION OF THE JURISTIC BODY: The Purchaser/s along with other Purchaser/s of flats in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Purchaser/s, so as to enable the Promoters to register the common organisation of Purchaser/s. No objection shall be taken by the Purchaser/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- a. The Promoters shall, within reasonable time of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoters in the said structure of the Building or wing and the said land in which the said flat is situated.
- b. Within 15 days after notice in writing is given by the Promoters to the Purchaser/s that the Flat is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the flat) of outgoings in respect of the Project Land and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill

collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and building/s. Until the Society or Limited Company is formed and the said structure of the building along with the project land is transferred to it, the Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The Purchaser/s further agrees that till the Purchaser/s share is so determined the Purchaser/s shall pay to the Promoters provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Purchaser/s to the Promoters shall not carry any interest and remain with the Promoters until a conveyance of the structure of the building along with the project land is executed in favour of the society or a limited company as aforesaid. On such conveyance being executed the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be.

18. DEPOSITES: The Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Promoters, the following amounts :-

- (i) Rs. for share money, application entrance fee of the Society or Limited Company.
- (ii) Rs. for formation and registration of the Society or Limited Company.
- (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company
- (iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company.
- (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges.

19. LEGAL COST/CHARGES: The Purchaser/s shall pay to the Promoters a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said Society or Limited Company and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.

20. STAMP DUTY & REGISTRATION CHARGES OF CONVEYANCE: At the time of registration of conveyance of the structure of the building of the building along with the project land, the Purchaser/s shall pay to the Promoters, the Purchaser/s' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said building & the project land.

21. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS: The Promoters hereby represent and warrant to the Purchaser/s as follows:

- i. The Promoters have clear and marketable title with respect to the Project Land; as declared in the title report annexed to this agreement and have the requisite rights to carry out development upon the Project Land and also have actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoters have lawful right and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

- iii. That except the encumbrance of L&T Housing Finance as set out supra, there are no encumbrances upon the Project Land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the Project Land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the project, Project Land and said building/wing 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 Project, Project Land and said building/wing shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, Project Land, building/wing and common areas;
- vi. The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- vii. The Promoters have 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 project land, including the Project and the said flat which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- viii. The Promoters confirm that they are not restricted in any manner whatsoever from selling the said flat to the Purchaser/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure and the project land to the Society/Limited company of Purchasers the

Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas to it;

- x. The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the Competent Authorities till the project is completed;
- 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 said property) has been received or served upon the Promoters in respect of the project land and/or the Project except those disclosed in the title report.
- i. The Promoters shall be entitled to put up their hoardings/Neon sign on tender/parapet wall/ inside lifts displaying their logo/trade mark making the project having been developed by them for which the purchaser/s has given unconditional consent. The Society/ Company/Federation/Holding Company shall not demand any charges for the same from the Promoters except the actual electric consumption cost. The Purchaser/s is hereby giving his consent to the Promoters to keep and maintain these hoarding and that the Purchaser/s shall not raise any objection to the use of such hoarding by the Promoters now or any time in future and shall not demand any rent / license fees or any other charges from the promoters at any time and after the Association / Society / Organization is formed by the Shop or the Office Unit owners such Association / Society / Organization shall not demand any rent / License fees or any other charges from the promoters. The Promoters have also unequivocally divulged to the Purchaser/s that they shall install Neon / LED / Any other Hoardings and Sign Boards at any place on the project with the name of the project and / or name of the

promoters and shall not demand any rent / license fees or any other charges from the promoters at any time and after the Association / Society / Organization is formed by the Shop or the Office Unit owners such Association / Society / Organization shall not demand any rent / License fees or any other charges from the promoters.

xii. The Promoter reserve to himself the unfettered right to full, free and complete right of way and means of access over, along and under all the internal access roads in the said Property and the common Right of Ways at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles (of all descriptions) laden or unladen and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the said property and any properties that may be developed in future in and around the said property without restricting to any distance and if necessary to connect drains, pipes, cables etc. under over or along the land appurtenant to each and every building in the said property.

22. **PURCHASER'S COVENANTS:** The Purchaser/s or himself/ themselves with intention to bring all persons into whosoever hands the flat may come, hereby covenants with the Promoters as follows :-

- i. To maintain the flat at the Purchaser/s own cost in good and tenantable repair and condition from the date the possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or

structure of the building in which the flat 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 flat is situated, including entrances of the building in which the flat is situated and in case any damage is caused to the building in which the flat is situated or the flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said flat and maintain the flat in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the flat is situated or the flat 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 Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the flat is situated and shall keep the portion, sewers, drains and pipes in the flat 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 building in which the flat 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 Flat without the prior written permission of the Promoters and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat 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 Flat in the compound or any portion of the project land and the building in which the Flat is situated.
- vii. Pay to the Promoters within fifteen days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Purchaser/s for any purposes other than for purpose for which it is sold.
- ix. The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid up.
- x. The Purchaser shall not sell, mortgage, transfer, assign the flat/shop/bungalow to him/her without obtaining No-Objection Certificate from the Promoter.
- xi. The Purchaser/s shall observe and perform all the rules and regulations which the Society or the Limited Company 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 flats 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 Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupancy and use of the flat 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. Till a conveyance of the project land and structure of the building in which Flat is situated is executed in favour of Society/Limited Society, the Purchaser/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xiii. The Purchaser/s shall in addition to the consideration of the flat as set out supra, pay the proportionate share of VAT/Service tax/GST and/or any other charges, cesses, taxes demands made/raised now or in future by the Government, Municipal corporation and/or any other authorities.

23. NAME OF THE PROJECT: The said project shall always be known as “**Intelligentia Spectrum Thane by Haware Properties**” and the buildings name, elevation including its features, colour, etc. may not be changed in the future.

24. SEPARATE BANK ACCOUNTS FOR ADVANCE & DEPOSITES: The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

25. NOT A DEMISE: Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flats or of the Project Land and building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the project land and structure of the building is transferred to the Society/Limited Company as hereinbefore mentioned.

26. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:, After the Promoters execute this Agreement they shall not mortgage or create a charge on the Flat 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 Purchaser/s who has taken or agreed to take such Flat.

27. BINDING EFFECT: Forwarding this Agreement to the Purchaser/s by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoters. If the Purchaser/s fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and 10% of the total consideration shall be forfeited.

28. **ENTIRE AGREEMENT:** This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat, as the case may be.

29. Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or any forbearance on their part or giving extensions of time to the Purchaser/s (or payment of purchase price in installments or otherwise) shall not be construed as a waiver on the part of the Promoters of any breaches of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the right of the Promoters.

30. **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.

31. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S/SUBSEQUENT PURCHASER/S:** 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 Purchaser/s of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

32. **SEVERABILITY:** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the

remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Purchaser/s has/have to make any payment, in common with other Purchaser/s in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flats in the Project.

34. 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.

35. PLACE OF EXECUTION: The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory and the Purchaser/s at the Promoters' Office at 422, Vardhaman Market, Sector - 17, Vashi, Navi Mumbai - 400 703 and after the Agreement is duly executed by the parties hereto the same shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Vashi, Navi Mumbai.

36. PRESENTATION OF THIS AGREEMENT & CONVEYANCE FOR REGISTRATION: The Purchaser/s and/or Promoters shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

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

- a. Name of Purchaser/s:
- b. Purchaser/s' Address:
- c. Notified Email ID:
- d. Notified Mobile Number:

For M/S. HAWARE HOUSING

- a. Name of Representative: Mr. Swaraj Ruparel
- b. Address: 2305, 23rd Floor, Haware Infotech Park, Sector 30A, Vashi, Navi Mumbai 400705
- c. Email ID: customercare@hawareintelligentia.com
- d. Mobile No: 8425846131
- e. Customer Care No. (For calls only and not SMS): 8080809121

38. INTIMATION OF CHANGE OF ADDRESS: It shall be the duty of the Purchaser/s and the Promoters 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 Promoters or the Purchaser/s, as the case may be.

39. JOINT PURCHASER/S: That in case there are Joint Purchaser/s all communications shall be sent by the Promoters to the Purchaser/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/s.

40. STAMP DUTY AND REGISTRATION CHARGES: The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser/s.

41. DISPUTE RESOLUTION: Any dispute between parties shall be settled amicably. The parties hereto have conscientiously agreed that any dispute/s or difference/s arising out of the transaction carried out under this agreement, the same shall first be communicated to the customer relationship managers of the Promoters, before being communicated to the higher authorities viz. the Head of Marketing and then the Vice President of the Promoter's firm. If any dispute/s or difference/s is/are still unsolved, they be referred to the Directors of the firm. In case of failure to settle the dispute amicably after the Purchasers giving 30 days of written notice to the promoters, the same shall only then be referred to the Authority as per the provisions of the mandate of the RERDA and the Rules and Regulations, thereunder.

42. GOVERNING LAW: That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

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

THE FIRST SCHEDULE:

All that piece and parcel of lands bearing Survey No. 19, Hissa No. 14, admeasuring about O-H-17-R-0 prati i.e. 1700 sq. mtrs, lying being and

situated at Mauje - Kasarvadavali, Taluka and District – Thane and bounded as follows:-

On or towards the North :
On or towards the South : On or
towards the East : On or
towards the West :

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoters:**M/S. HAWARE HOUSING**

through its Partners

.....

in the presence of WITNESSES:

Name

Signature

Name

Signature

SIGNED AND DELIVERED BY THE WITHIN NAMED

Purchaser/s: (including joint buyers)

(1) **MR/MRS**..... &

(2) **MR/MRS**.....

in the presence of WITNESSES:

1. Name

Signature

2. Name

Signature _____

DRAFT

R E C E I P T

RECEIVED of and from the withinnamed Purchaser
Mr./Mrs./M/s.....

..... the sum of Rs..... (Rupees
.....

.....Only) being the part / full payment of the total consideration of
Rs. (Rupees
.....

..... only) agreed to be paid to us for sale of the said flat.

I SAY RECEIVED RS.....

For & on behalf of

M/S. HAWARE HOUSING

Authorized Signatory

Annexure -....

SCHEDULE OF PAYMENT

1. The Purchaser/s have/has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs(Rupees) in the following manner :-

- i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter on or before the execution of Agreement.
- ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoters on completion of the Plinth of the building or wing in which the said Flat is located.
- iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoters on completion of the slabs including podiums and stilts of the building or wing in which the said Flat is located.
- iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the said Flat.

- v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoters on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat.
- vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat is located.
- vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat is located.
- viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Flat to the Purchaser/s on or after receipt of occupancy certificate or completion certificate.