

AGREEMENT TO SALE

Project Name	:	HAWARE'S GRACE
Project Type	:	Residential
Building No.	:	Building A(Ind)
Floor No.	:	
Flat No.	:	
Consideration	:	
S. No.	:	S. No. 208/4
Village	:	Wakad
Postal Code	:	411057
RERA Reg. No.	:	P52100022058
Plan Sanction No.	:	B.P./WAKAD/114/2019
Possession	:	31 December 2023
Annexure-A	:	Certificate of Title
Annexure-B	:	7/12 Extract of Land
Annexure-C1	:	Layout of the Project
Annexure-C2	:	Sanction Building Plan
Annexure-C3	:	Open Space of Project
Annexure-D	:	Floor Plan of The Apartment
Annexure-E	:	Specification & Amenities of Apartment
Annexure-F	:	Certificate of Registration with RERA

THIS AGREEMENT MADE AT PUNE ON ____ OF _____ IN THE YEAR 2020

BETWEEN

M/S HAWARE LEGACCY [PAN No. AAVPH2739Q], a Proprietorship Firm and having its registered office at Haware Legaccy, 416, Vardhaman Market, Sector 17, Vashi, Navi Mumbai - 400705, Maharashtra.

Through Its Proprietor:

MRS. UJJWALA SATISH HAWARE

Age: About 40 Years, Occupation: Business

[PAN: AAVPH2739Q]

RESIDING AT:MAHADEO BHAVAN, SHANIWAR PETH, TALUKA: HAVELI, DISTRICT: PUNE, PIN CODE: 411030.

Hereinafter referred to as "**the Promoter**" / "**Developer**" / "**Builder**"(Which the expression shall unless it be repugnant to the context or meaning thereof mean and include the said Proprietorship firm and its proprietor, his heirs, executors, administrators, agents and assignees) **OF THE ONE PART**

AND

“GAGAN CO-OPERATIVE HOUSING SOCIETY LIMITED”, a cooperative society duly constituted and registered under the relevant provisions of the Maharashtra Co-Operative Societies Act and having its registered place of business at S. No.208/4, Wakad, Pune *through it's Authorized Representative;*

HON'BLE CHAIRMAN:

1. MR. SUNIL BANDOPANT PAWAR

Age: About 48 Years, Occupation: Business

[PAN: AHIPP9314R]

RESIDING AT:S. NO. 207/3, KASPATE WASTI, WAKAD, TALUKA: HAVELI, DISTRICT: PUNE, PIN CODE: 411057.

HON'BLE SECRETARY:

2. MRS. MUGADHA SAMEER HEGDE

Age: About 41 Years, Occupation: Housewife

[PAN:]

RESIDING AT:S. NO. 207/3, KASPATE WASTI, WAKAD, TALUKA: HAVELI, DISTRICT: PUNE, PIN CODE: 411057.

Through Their Power of Attorney Holder;

M/S OM DEVELOPERS,

Through Its Proprietor;

MR. SUNIL BANDOPANT PAWAR

Age: About 48 Years, Occupation: Business

[PAN: AHIPP9314R]

RESIDING AT:S. NO. 207/3, KASPATE WASTI, WAKAD, TALUKA: HAVELI, DISTRICT: PUNE, PIN CODE: 411057.

Through Their Power of Attorney Holder;

M/S HAWARE LEGACCY [PAN: AAVPH2739Q], a Proprietorship firm and having its registered office at Haware Legaccy, 416, Vardhaman Market, Sector 17, Vashi, Navi Mumbai - 400705, Maharashtra.

Through Its Proprietor;

MRS. UJJWALA SATISH HAWARE

Age: About 40 Years, Occupation: Business

[PAN: AAVPH2739Q]

RESIDING AT: MAHADEO BHAVAN, SHANIWAR PETH, TALUKA: HAVELI, DISTRICT:
PUNE, PIN CODE: 411030.

Hereinafter referred to as "**Land Owner/s**" / "**Consenting Party**"(Which the expression shall unless it be repugnant to the context or meaning thereof mean and include the said Land Owner/s, its members, future members, their heirs, executors, administrators, agents and assignees) **OF THE SECOND PART**

1. _____
[PAN NO : _____]

24/06/2019 and has issued Commencement Certificate bearing No. BP/Wakad/114/2019, dated 24/06/2019. **AND**

WHEREAS The LD. Collector on the application of the Promoter herein granted permission to use the said land for non-agricultural purposes vide his order bearing No. NA/SR/41/2016 dated 31st December 2016 **AND**

WHEREAS Promoters having full and sufficient right to develop the said land, decided to develop the said land by constructing a scheme comprising of ownership tenements, flats , in the name of **"HAWARE GRACE"** consisting of multiple floors (subjected to vary in the sole discretion of the Promoter) (Consisting of 36 residential units) and is hereinafter referred to as the **"Said Building/s"** for the sake of brevity. **AND**

WHEREAS the Real Estate Regulatory Authority, Pune has granted registration to the **Building A(Ind)** of the Project on the said land, vide registration no. **P52100022058** dated **25/08/2019** authenticated copy of the said registration is attached to this agreement at **Annexure-F**.

WHEREAS the Promoter has entered into a standard Agreement with **MR. ANIL PAWAR**, an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. However, the promoter herein has reserved the rights to change such Architect at any time if so desired by the promoter at its sole discretion. **AND**

WHEREAS the Promoter has appointed **MR. SUNIL MUTALIK AND ASSOCIATES**, structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the structural Engineer till the completion of the building/buildings However, the promoter herein have reserved the rights to change such structural Engineer at any time if so desired by the promoter at its sole discretion. **AND**

WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the sanctioned plans. **AND**

WHEREAS by virtue of the recitals as mentioned herein above the Promoter has sole and exclusive right to sell the Apartment/s in the said building/s / said project constructed / to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments and further to receive the sale consideration in respect thereof. **AND**

WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title, Deeds and Documents, Orders, NA Orders, Sanctions, Registration Certificates, 7/12 Extracts, Title Search Report of the said land, commencement Certificate, Indemnity Bonds, Undertakings, relating to the project land and the plans, layouts, designs and specifications prepared by the Promoter's Architects, and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 and Maharashtra Ownership of Flats Act 1963 (hereinafter both the Acts together are to be referred to as "***the said Acts***") and the Rules and Regulations made there under. **AND**

WHEREAS the Promoter has decided to form an Association of Apartments under Maharashtra Apartment Ownership Act, 1970 of all Apartment allottees of the buildings/project and have specifically informed the Allottee about its intention to do so and the Allottee has raised no any objection to the same. **AND**

WHEREAS on the request of the Promoter, the Allottee has carried out independent necessary search by appointing his/her/their own Advocate regarding the title and the nature of the title of the said land / proposed project. The Allottee has further visited the online site of the Real Estate Regulatory Authority and has apprised himself /herself/themselves about the details of the said project as disclosed and declared by the Promoter therein. The Allottee has / have satisfied himself / herself / themselves in respect of the marketable title of the Promoter in respect of the said land and also have verified the correctness and lawfulness of all the other documents produced for their inspection by the Promoter and thereafter have agreed to purchase the Apartment more particularly described in the "**SCHEDULE-B**" annexed herewith and delineated and demarcated in Red Color in **Annexure-"D"** annexed hereto. **AND**

WHEREAS the Allottee has read and understood all the terms and conditions of the deeds and documents concerning the title of the said land so also the Allottee has read and understood all the contents of the indemnity bonds/Undertakings, etc.

given by the Promoter to the Hon'ble Collector, Pimpri Chinchwad Municipal Corporation or any other authority and terms and conditions mentioned in Commencement certificate, NA Order and also the allottee has read and understood the terms and conditions thereof. **AND**

WHEREAS the Allottee herein being desirous of purchasing an Apartment, applied to the Promoter for allotment of the **Flat No. _____**, on the **_____Floor** of the **Building No. A (Ind)** in the project known as **HAWARE GRACE** to be constructed on the said land. Accordingly, in response to the application of the Allottee, the Purchaser/Allottee is offered by the Promoter Flat bearing **No. _____**, on the **_____ Floor** to be constructed on the said land, in the **A (Ind) building** of the Building called **Haware Grace** (hereinafter referred to as "**the said Apartment**" / "**the Said Flat**")being constructed. **AND**

WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, extract of Village Forms VI and VII and XII, layout of the project, sanctioned building plan, Open space of the project, Floor Plan of the Apartment, Specification and amenities of Apartment and certificate of registration with RERA showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed, approvals and registrations obtained, open space and amenities of the project as well as the apartment under sale has been annexed to this agreement at **Annexure 'A'** to **Annexure'F'**, respectively. **AND**

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

WHEREAS 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 Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing. **AND**

WHEREAS under the said Acts the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

- 1. The recitals mentioned herein above shall form part of this agreement and shall be binding upon the parties.
- 2. **Definitions:** In this agreement, unless the context otherwise requires the words:

“carpet area”: means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

“Common Area”: means The land under the buildings/phase/project, all community and commercial facilities, play area, lift, lift lobby, stair case, fire escape, exit of building, common entrance, the footings, RCC structures and main walls of the buildings, Staircase columns lift room in the building/s, Common sulage/Drainage / sumps, motors, fans, compressors, ducts, central services, Water, Electrical Lines, Power Backup / Common ground water storage tank and overhead tank, Electrical meters, wiring connected to common lights, lifts, pumps.

“Limited Common area”: means accommodation for watch and ward staff and for the lodging of community service personal, common top-terrace, common basement, common storage space, Partition walls between the two apartments shall be limited common property of the said two apartments, the open parking which may be allotted for exclusive use of the specific Apartment.

- 3 **FLOOR SPACE INDEX (FSI)**
The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 1 (ONE) i.e. 3079.35. Square Meters only and Promoter

has planned to utilize Floor Space Index of 2026.18 Square Meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the total Floor Space Index of 2026.18 Square Meters as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4. CONSTRUCTION IN ACCORDANCE WITH PLAN

The Promoter shall construct the said building/s / project in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law. Further, while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority. The Promoter shall obtain any further approvals as may be required under any law in force or any subsequent law affecting the development of the said project from the concerned authority, so also the Promoter shall obtain Building Completion Certificate or Occupancy Certificate of the said Building from the concerned authority after completion of the construction of the said building / said project.

FULL AND TRUE DISCLOSURE

The Promoter has made full and true disclosure about the title, proposed plans concerning the said land and the said project to the Allottee. The Allottee having acquainted and satisfied himself/herself/themselves with all the facts and nature of rights of the Promoter has/have entered into this Agreement. The Allottee herein

after shall not be entitled to challenge or question the title of the owner and the right of the Promoter to enter into this Agreement under any circumstances whatsoever.

6 NAME OF THE PROJECT

The name of the Project shall be **Haware Grace**. The said name shall not be changed for any reason whatsoever without prior written consent of the promoter herein.

7 FUTURE SALE OF APARTMENT

The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Flat No. _____** admeasuring **_____ Square Meters** of carpet area and with exclusive right to use and occupy the adjoining same level Enclosed Balcony having area about **_____ Square Meters** with exclusive right to use and occupy the adjoining same level balcony having area about **_____ Square Meters and Terrace _____ Square Meters** located on the **_____ Floor**, in the **Building A(Ind)** of the building/project called **Haware Grace** as shown in the Floor plan thereof hereto annexed and marked **Annexures C-1 and C-2** for the consideration of **Rs. _____/- (Rupees _____ Only)** which the price is exclusive of stamp duty, LBT, registration fee, service tax, VAT, GST, any other taxes levied by the Government. The Promoter herein has allotted to the Allottee right of exclusive use of **NA** and the allottee agrees that if for any reason it be held that allotment of the Car Park herein to the allottee gets cancelled then the allottee shall not be entitled to ask for refund of any amount or compensation as price herein agreed is only for the said Apartment and allotment is made Ex-Garcia for beneficial enjoyment of the same. The Promoter and the Allottee have agreed that there shall be no any consideration payable by the Allottee to the Promoter on account of parking allotment so also proportionate common areas and facilities so also limited common area appurtenant to the premises. ***The sale of the said Apartment is on the basis of carpet area only.*** The Allottee is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately two to three percent. The Allottee consents for the same and is aware that the consideration being lump sum will not change.

8 FIXTURES AND FITTINGS

The fixtures and fittings with regard to the flooring and sanitary fittings and amenities with particular brand, or price range (if unbranded) to be provided by the

Promoter in the said building and the Apartment as are set out in **Annexure 'E'**, annexed hereto.

9 **PAYMENT PLAN**

The Promoter and the Allottee has mutually agreed to the present payment plan based upon the milestone table herein below. The Allottee has agreed to pay the consideration of **Rs. _____/- (Rupees _____ Only)**, in following manner;

Sr.	Amount	Particulars
I	Rs.	10% at the time of Booking
II	Rs.	20% at the of Agreement to Sale
III	Rs.	15% at the time of completion of plinth
IV	Rs.	5 % at the time of completion of 1 st Slab
V	Rs.	5 % at the time of completion of 2 nd Slab
VI	Rs.	5 % at the time of completion of 3 rd Slab
V	Rs.	5 % at the time of completion of 4 th Slab
VIII	Rs.	5 % at the time of completion of Last Slab
IX	Rs.	5% at the time of completion of the walls, internal plaster, floorings doors and windows of the said Apartment
X	Rs.	5% at the time of completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment
XI	Rs.	5% at the time of completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located
XII	Rs.	10 % at the time of 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 Apartment is located
XIII	Rs.	5% at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate
	Rs.	TOTAL CONSIDERATION (100%)

It is made clear and agreed by and between the parties hereto that the promoter shall not be bound to follow, chronological order of any of the stages of the above said construction stages/installments and that the Promoter shall be at complete

liberty to choose the chronology of the respective stages of the construction. The Allottee agrees that the Promoter may merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. The consideration of the said Apartment is also arrived on the assurance of the Allottee to abide by the above payment schedule only and it will not be altered by the Allottee under any circumstances. The Allottee shall make all the payments to the Promoter by Demand Draft / Pay orders / Local Cheques payable at Pune only. If the Allottee makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the Promoter and to the extent the said amount is credited by deducting the commission of the Bank/out station clearing charges. Payment of any installments if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by the Promoter for such advance payments made by the Allottee or Housing Finance Companies/Banks, etc.

10. SEPARATE BANK ACCOUNTS FOR ADVANCE & DEPOSITS: The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser/s as advance or deposit, sums received on account of the share capital of the Confirming Party or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which the same have been received.

All payment towards Taxes and other charges under this agreement shall be made as per the demand note raised by the Promoter from time to time.

11. 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.

12 TIME OF ESSENCE

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject

to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above which is herein after referred to as the "**Payment Plan**".

13 STAGewise TIME SCHEDULE OF EXTERNAL AND INTERNAL DEVELOPMENT

Subjected to Force-Majeure, the Promoter herein undertakes to complete the construction of various stages of development of the said buildings and the said Apartment as per the time schedule.

It is made clear and agreed by and between the parties hereto that the promoter shall not be bound to follow, chronological order of any of the stages of the Annexed construction stages and that the Promoter shall be at complete liberty to choose the chronology of the respective stages of the construction.

14 REBATE ON PRE PAYMENT

The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

15 INTEREST ON DELAYED PAYMENT

It is hereby specifically agreed that the time for payment as specified above is of the utmost essence to this agreement and on failure of the Allottee to pay the same on due dates, it shall be deemed that the Allottee has committed breach of this agreement and the Promoter shall be entitled to take such action as they are entitled to take in case of breach/default of this agreement, including termination of this agreement. Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due date, the Allottee shall be bound and liable to pay interest as specified under the rules formed under the said Act, with quarterly rests on all amounts which become due and payable by the Allottee to the Promoter till the date of actual payment. Provided that tender of the principal amounts and interest or tender of the interest and expenses on delay thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall be construed as condonation by Promoter on such delay. The amount of interest shall be calculated after completion of the said apartment

and the Allottee has agreed to pay the same before possession of the said apartment without fail.

16 TAXES AND ITS PAYMENT

The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of stamp duty, LBT, registration fee, GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment. It is agreed between the Promoter and the Allottee that all such taxes/duties/registration fees shall be paid by the Allottee separately as and when demanded by the Promoter within 07 days of such demand being made in writing.

- 17 It is agreed by and between the Promoter and the Allottee that, in case of failure of the Allottee to pay the Government dues as mentioned hereinabove, if the Promoter is subjected to any penal interest by the concerned government authorities then the Allottee shall be duty bound to reimburse the same to the Promoter. Further, the Allottee agrees to pay to the Promoter, interest as specified in the Rule, on the taxes and penalty, which become payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is paid by the Promoter to the concerned government authorities. It is agreed that, the Promoter shall have the right to claim such amount along with other claims of compensation/losses/burden undergone/undertaken by the Promoter. It is further agreed that there shall always be a charge / lien on the said apartment in favour of the Promoter against the amount payable by the Allottee to the Promoter towards the Service Tax / VAT and / or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to this transaction.

18 EXCALATIONS

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 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 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.

- 19 If at any time, after execution of this agreement the Central Government / State Government / Local authority / Revenue Authority / any other authority / any court / Judicial authority / quasi judicial authority by way of any Statute / rule / regulation / notification / order / judgment / executive power etc. levies any tax / duty / charges / premium / levies / cess / surcharge / demands / welfare fund or any fund / betterment tax / sales tax / transfer tax / turnover tax / works contract tax / service tax, VAT, penalties etcetera and put in force or shall be in force prospectively or retrospectively, in respect of the said apartment or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoter then reimbursed) by the Allottee. The Allottee hereby indemnifies the Promoter from all such levies, cost and consequences.

20 FINAL CONSIDERATION AND ITS CALCULATION

The Promoter shall confirm the final carpet area that has been allotted to the Allottee 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 Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee 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 Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 6 of this Agreement.

21 OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from

the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

22. It is hereby agreed that subject to the terms of this agreement, the Allottee shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by the local authority, State and/or Central government including Environment Department etc. at the time of sanctioning/revision of the plans or at the time of granting completion certificate. The Allottee shall not be entitled to claim possession of the said Apartment until the completion certificate in respect of the said apartment is received from the Pimpri Chinchwad Municipal Corporation and the Allottee pays all dues, advances, deposits, etc. payable under this agreement in respect of the said Apartment to the Promoter and has signed the possession documents, bonds, receipts, etc. After receipt of the completion certificate from Pimpri Chinchwad Municipal Corporation the Promoter shall be absolved from or any liability in case any addition and/or alteration to the Apartment/building by the Allottee, any damage to the building by accident, any tampering with the geometrical sections of the building, lack of maintenance by the Allottee/association, any event of force majeure and any act of God.

23 **TERMINATION OF AGREEMENT**

On the allottee committing three default in payment on the due dates, of the instalments or any other amounts due and payable of the Allottee committing breach of any terms and conditions of this agreement, the Promoter shall in its sole discretion be entitled to terminate this Agreement. Provided always that the power of termination herein before contained shall not be exercised by the Promoter unless and until the Promoter has given to the Allottee fifteen days prior notice in writing of the Promoter's intention to terminate this agreement and of the specific breach or breaches of the terms and conditions in respect whereof it is intended to terminate this agreement and default shall have been made by the Allottee in remedying such breach or breaches within fifteen days after such notice. After a period of fifteen days from the date of this notice, if even part of the dues remains unpaid, the agreement shall be terminated. The Allottee has irrevocably agreed to the same.

24 It is agreed between the parties that upon termination of this Agreement, the Promoter shall within 30 days of such termination make a demand Draft/Cheque of the balance amount, if any, out of the installments of the consideration which the

Allottee might have till then paid to the Promoter, without any interest and only after deducting agreed liquidated damages of Rs.50,000/- [Rupees Fifty Thousand Only]. After making the Demand Draft/Cheque of the balance amount the Promoter shall inform the Allottee about the same calling upon him to collect the Demand Draft/Cheque from the Promoter. It is further agreed that the balance amount, if any, shall be paid by the promoter to the allottee after resale of the said Apartment in the manner of receipt of consideration from new allottee. The Allottee shall have no claim except for repayment of the amount payable as mentioned above. The Allottee hereby agrees that in that event all of his/her/their rights in the said Apartment shall stand extinguished and no separate cancellation deed, its execution and registration will be required. The information letter sent by the promoter calling upon the allottee to collect the Balance amount will in itself be considered as the cancellation of this agreement in to. The promoter shall be entitled to resale the said Apartment and/or dispose of or otherwise alienate the same in any other manner as the Promoter in its sole discretion thinks fit. The allottee agrees to the same.

25 The Allottee is also made aware that depending upon various promises and assurances given by the allottee, the promoter has incurred and shall incur the expenditure and will make commitments to the third parties. In event of cancellation of the agreements by the allottee for any reason whatsoever, the promoter in addition and without prejudice to other remedies and rights and towards reimbursements and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this agreement being cancelled by the allottee for any reason whatsoever, the promoter shall be entitled to retain, withhold and forfeit agreed liquidated damages of Rs. 50,000/-, from and out of the amount until then paid by the allottee to the promoter and then the promoter shall be liable to repay only the balance amount (if any) from the amount received by the promoter on resale of the said Apartment. In this case reduction in price of the Apartment will be considered as damages/loss of the promoter in addition to the loss and expenses.

25 POSSESSION

The Promoter shall give possession of the Apartment to the Allottee on or before 31/12/2023 If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the

same rate as may mentioned in the clause.....hereinbelow from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of:

- a. war, civil commotion or act of God;
- b. any notice, order, rule, notification of the Government and/or other public or competent authority/court or any Decree / Order of any Court/ tribunal/ authority.
- c. Non-availability of steel, cement, other building material, water, electric supply or drainage line etc.
- d. Any stay or injunction order from any Court/forum/statutory body.
- e. Pendency of any litigation of any nature effecting the construction or furbishing.
- f. Delay or default in payment of any installment or dues by the Apartment Allottee. (This is without prejudice to the right of the Promoter under Clause 11, 12 & 13 above).
- g. Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.
- h. Any other circumstances beyond the control of the Promoter or force majeure.
- i. Changes in any rules, regulations, bye laws of various statutory bodies and authorities from time to time affecting the development and the project.
- j. Delay in grant of any NOC/ permission/ license/ connection installment of any services such as elevators, electricity and water connections and meters to the scheme/ Apartment/ road etc. or completion certificate from any appropriate authority.

26 PROCEDURE FOR TAKING POSSESSION

The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter

agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, 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 Project.

27 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy:

28 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided herein the such Allottee shall continue to be liable to pay maintenance charges as applicable.

29 FORMATION OF APARTMENT CONDOMINIUM AND CONVEYANCE

In accordance with the provisions of Maharashtra Ownership of Flats Act, 1963, a separate association of apartment owners including the bye laws of the proposed association of apartment's owners of the project/building shall be formed and if required by the Promoter the Allottee shall sign all necessary documents. Further, No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws if the same are required to be made by the Promoter as per their commitments to various persons, allottees and or any other competent authority as the case maybe. This condition is the essence of the agreement. It is communicated to and agreed by and between the parties that the Promoter shall form Apartment Condominium of for the said project and the Allottee shall not raise any objection to the same on any ground whatsoever.

30 Unless prevented by the circumstances beyond the control of the Promoter, it is agreed that the said land along with the building/s constructed or to be constructed thereon, shall be subjected to the provisions of Maharashtra Apartment Ownership Act, 1970, and the Apartment will be conveyed by the Promoter herein on or before

..... subjected to receipt of entire amount and all dues from all allottees including maintenance charge, outgoing, stamp duty, registration fee, service tax, any other government dues.

- 31 At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apartment Condominium on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.
- 32 This agreement shall be construed as a Declaration by the Allottee as provided under Maharashtra Apartment Ownership Act, 1970 read with Maharashtra Apartment Ownership Rules 1972 thereby submitting their Apartments to the provisions of the said act.
- 33 In case the law applicable to these present with respect to the formation of Association of Apartment owners is changed with retrospective and which shall adversely affect the obligation of the Promoter under this agreement with respect to formation of association of Apartment allottees then in that case the changes so made in the Law having retrospective effect shall not apply to this agreement and the obligation on part of the Promoter in respect to the formation of Association shall be followed as laid down under this agreement.
- 34 The conveyance and/or Declaration u/s 2 of the Maharashtra Apartment Ownership Act, 1970 shall be subject to exclusive, limited common rights of the flat allottee and commitments of the Promoter. The Promoter shall be entitled to amend/frame the bye laws, rules, etc. of the association as per terms of this agreement and also with a view to maintain decorum, beautification of the buildings, open grounds and common amenities, etc. The Promoter in its absolute discretion and at its option may execute and register such conveyance even before the aforesaid stipulated period.

35 DEFECT LIABILITY

If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his 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 Act. The word defect here means only defect on account of workmanship, quality or provision of service caused on account of willful neglect on part of the Promoter and shall not mean defects caused by normal wear and tear, negligent use of apartment by the allottee, vagaries of nature etc.

36 It is agreed that the described liability period under the Act shall be deemed to have commenced after expiry of 15 days from the date on which the Promoter has given the necessary intimation for possession to the Allottee or actual date of possession whichever is earlier. Provided further, it is agreed that the Allottee shall not carry out any alterations of whatsoever nature in the said apartment or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the RCC structure, fittings, pipes, water supply connections or any other erection in the bathroom, kitchen, toilet, WC, terrace, etc. If any of such works are carried out or any heavy load are stored in the said Apartment, balcony, terrace etc., any liability including the defect liability automatically shall become void & the Allottee alone shall be responsible for it. Further the Allottee will be liable for paying damages, if any, to the Allottee/Owner/User of apartment below or any affected apartment. If due to the Allottees or any other Allottees act or negligence, the Allottees apartment is damaged, the repairs shall be carried out by the party responsible for such an act and the Promoter shall not be liable for the same.

37 USE OF APARTMENT

The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence.

38 MAINTAINENCE

Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) 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/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined.

- 39 The Flat Purchaser/s shall pay a sum of **Rs- 04/- [Rupees Four Only] Per Square Feet for Carpet** towards one-time advance maintenance for **24 [Twenty-Four] Months** from the date of start of the maintenance which shall be from the date first intimation has been given by the promoter to any of the residents of the building in which the present flat under sale is situated. The promoter can utilize the said amount at its own discretion for the purposes of maintenance of the said building.
- 40 The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the Apartment Condominium. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.
- 41 The Allottee has agreed that the monthly maintenance will start from the date of first intimation letter given to any of the Allottee in the said Scheme that the said apartment is ready for Possession.
- 42 The maintenance shall include the outgoings in respect of the said land and building/buildings 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 said land and building/s.

43 That after expiry of the initial period of **Twenty Four [24] Months** and until the Association of Apartment Owners is formed and registered and the said land and building/s or the administration of the building/s is handed over or transferred to it, the Apartment Allottee/s further agrees that till the Apartment Allottee's share is so determined the apartment Allottee herein shall pay to the Promoter or to such person as may be nominated by the Promoter provisional monthly contribution as decided by the promoter from time to time. The amounts so paid by the allottee/s shall not carry any interest and remain with the Promoter or the concerned person as the case may be until a conveyance is executed in favour of the unit allottees as aforesaid. During the continuance of the scheme the maintenance charges paid by the Allottee after occupying the apartment agreed to be sold to him or interest accrued from the deposit paid by him is never sufficient to cover the expenses of maintenance of the common areas and facilities since there are some unsold apartments from whom charges cannot be collected. If any dues or over expenses are incurred for aforesaid purposes, the same shall be proportionately paid by the Apartment Allottee/s to the Promoters or concerned person prior to the final conveyance deed as aforesaid. The Apartment Allottee/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. The Apartment Allottee herein has specifically agreed to pay his contribution for running and maintaining the lifts/elevators (if provided in the said building) irrespective of the floor on which the Apartment is located and also irrespective of the use of the lifts/elevators by the Apartment Allottee. The Promoter is not liable to give any account of the expenses incurred for the aforesaid purposes.

44 The Promoter at its discretion and option shall be entitled to enter into agreement with any person / company / agency for maintenance of the common areas and facilities for months or years with a view to ensure cleanliness thereof. Even after formation of Association the Allottee and Association shall be bound by the said contract.

45 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter to the best of his knowledge and information, hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights 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. 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 Promoter has 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;

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;

- . 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 project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge *undisputed* governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- 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 Promoter in respect of the project land and/or the Project except those disclosed in the title report.

46 REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows:

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment 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 Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter 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

Apartment 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 Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within 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 building in which the Apartment 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 Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Apartment Condominium 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 Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, 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 buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- xiii. Not to make any changes, in the elevation such as, enclosures and terraces, dry balconies, additions of grills, etc., except or without the prior permission of the project architect.
- xiv. The Allottee is hereby prohibited from altering, obstructing the external and internal structure of the building constructed as per the sanctioned plan.
- xv. It is specifically understood that the matters related to service providers such as security services, managerial services & other service appointed by the Promoter for the Association of Owners is entirely the responsibility & liability of the Association. The Apartment Association has to handle all the financial and other matters with such service providers and the Promoter shall not be financially liable towards the Association and/ or the service providers.
- xvi. As the Promoter will be applying to the concerned authorities for giving separate water connections for buildings and electricity meters and connections for the said Apartment of the Allottee, if there is delay in obtaining the water and electricity connections from the concerned department then in that case the Promoter may provide electrical connections / water supply / power supply / generator supply through any other temporary arrangements because of which if there is any improper / insufficient / irregular supply of water / electricity the Promoter shall not be held responsible for the same and the Allottee hereby

consents for any temporary arrangement that may be made in the said interim period. The Allottee shall pay for the proportionate charges as demanded, determined and decided by the promoter and service tax (as applicable) thereon. Until receipt of this amount from the Allottee, the Promoter shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Allottee for the above from the outgoings/maintenance charges for which the Allottee hereby gives his consent. The Promoter is entitled to demand charges for such temporary arrangement in advance, for 12 months, before giving possession of the said Apartment.

xvii. Till a separate electric meter or a water meter is installed/allotted by the MSECDL and any other authority, the allottee herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her Apartment.

47 RESTRICTED AREAS AND FACILITIES

The areas described in definition clause herein above state common areas and facilities and which shall be for the more beneficial use and enjoyment in common with other Allottee's. The Allottee shall have no exclusive claim whatsoever in the same including all lobbies, staircases, lifts, which will always remain the property of the association and the same shall be for the common use for of all the Apartment allottees.

48 The areas described in definition clause herein above state limited common areas and facilities and which shall be for the purpose of facilitating services required for the common maintenance of the Apartment/building/scheme. The Allottee shall have no exclusive claim whatsoever in the same will always remain the property of the association and the same shall be used for of the purposes as decided by the Apartment Condominium from time to time.

49 The Allottee shall not raise any objection in the matter of allotment or sale or remaining Apartment etc. in the said land on the ground of nuisance, annoyance or inconvenience or any other reason what so ever from any profession, trade or business, etc. that has been or will be permitted by law or by local authority.

50 The Allottees shall have no claim save and except in respect of the said Apartment hereby agreed to be sold in to him/her/them and all common amenities, areas and facilities as described in Schedule-C herein below will remain the property of the Promoter until the said land and building/s is/are transferred to an Association of Apartment Owners. Significant risks and rewards of ownership and effective control of Apartment shall be deemed to have been transferred on delivery of possession though ownership and effective control of scheme shall remain with Promoter.

51 The Allottee hereby gives his consent and has no objection for the use of the remaining units wholly or in parts any other purpose as may be permitted by the Promoter in accordance with laws.

52 TRANSFER OF PROJECT

The Promoter shall have right to transfer the project to any third party /entity subjected to due compliance of the conditions as laid down under Section 15 of The Real Estate Act, 2016.

53 SPECIAL COVENANTS

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

54 The Allottee is made aware of by the Promoter and the Allottee undertakes to maintain and run Sewage Treatment Plant (STP) / Waste Water Recycling Plant / Rain Water Harvesting / Solar Water Heating System / Water Pumps / Fire Fighting System / any other system, if provided, water recycling units located/or to be located in the present scheme from the date of handover of management of the Apartment Condominium to the Managing committee thereof in conformity with the rules and regulation governing the operation of such plant. The Allottee together with the Apartment Condominium thus formed shall keep the Promoter/PCMC

indemnified from any liability arising out of non-functioning or violation of law pertaining to the Sewage Treatment Plant/Waste Water Recycling Plant/Rain Water Harvesting located at the present scheme.

55 RIGHT TO MORTGAGE

It is hereby expressly agreed between the parties hereto that the Promoter shall be entitled to borrow construction loan, at his own cost and risk, from any person or party including any banking/financial institutions and for that purpose to mortgage the said land/building/s and /or the entire construction work put up or to be put up (excluding the apartment under sale by these presents) thereon or any part thereof and such charge shall be cleared by the Promoter before conveyance to the allottee. However; it is clarified that after the Promoter executes this Agreement he/she/they/it shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

56 BINDING EFFECT

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

57 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/annuls any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

58 RIGHT TO AMEND

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

59 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 [Apartment/Plot], in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

60 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.

61 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

62 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.

63 PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter’s Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in 04 months after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at **PUNE**.

64 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 and the Promoter will attend such office and admit execution thereof.

65 SERVICE OF NOTICE

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

FOR PROMOTER:

M/S HAWARE LEGACCY [PAN: AAVPH2739Q]

A Proprietorship Firm and having its registered office at Haware Legaccy, 416, Vardhaman Market, Sector 17, Vashi, Navi Mumbai - 400705, Maharashtra.

Through Its Proprietor;

MRS. UJIWALA SATISH HAWARE

Age: About 40 Years, Occupation: Business

[PAN: AAVPH2739Q]

RESIDING AT:MAHADEO BHAVAN, SHANIWAR PETH, TALUKA: HAVELI, DISTRICT: PUNE, PIN CODE: 411030.

FOR ALLOTTEE:

1. _____
[PAN No.]

RESIDING AT:

66. 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.

67 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.

68 STAMP DUTY AND REGISTRATION

The consideration of the said agreement between the Promoter and the Allottee/s herein is as per the prevailing market rate in the subject locality. This agreement is executed by the parties hereto under the Maharashtra Ownership Flats Act, 1963, Maharashtra Apartment Ownership Act, 1970 and The Real Estate (Regulation and Development) Act, 2016 and the stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958, Schedule-1, Article 25 (d). The Allottee herein has paid stamp duty at the rate of 5% of the agreed consideration and Allottee herein has paid 1% Levy Surcharge (LBT) under section 149A of the Maharashtra Municipal Corporation Act (Bom. LIX of 1949) and shall pay appropriate registration fees and expenses. The parties hereto shall be entitled to get the aforesaid stamp duty, adjusted, livable on the conveyance, which is to be executed by the Promoter/Owners herein in favor of the Allottee/s herein. If any additional stamp duty or other charges are required to be paid at the time of conveyance the same shall be paid by the Allottee alone. The parties are aware that the government of state of Maharashtra proposed to increase the stamp duty as levied on the registration of Agreement to Sale from current 6% of the value (5% stamp duty + 1% LBT) to 7% or higher. In case there is any requirement to pay any additional stamp duty either at the time of registration of these presents or at the time of execution and registration of Deed of Apartment or conveyance deed in favour of

apartment, the same shall be borne by the Allottee herein. In case the Allottee failed to pay the same the Promoter and the third party shall be under no liability to execute the Deed of Apartment/conveyance and the Promoter/Third Party shall be absolved of all the liability as cast upon them under Maharashtra Ownership of Flats Act. It is also agreed that in case there is any increase in the registration charges the same shall be borne by the Allottee herein.

69. The allottee herein has agreed to purchase the said Apartment as on investor as laid down in Article 5(2) of the Bombay Stamp Act 1958 & hence it is entitled to adjust the stamp duty to the agreement against the duty payable to the agreement by the Allottee herein to the subsequent Allottee as per provision of the said clause Article 5(2).

70 **DISPUTE & JURISDICTION**

Any dispute between parties shall be settled amicably.

71. Further in case the dispute remains unresolved then in that case Parties to this agreement submit to the exclusive jurisdiction of Real Estate Regulatory Authority at Pune / Competent Authority as provided under The Real Estate Act 2016 / Maharashtra Ownership of Flats Act 1963 will have exclusive jurisdiction to try and entertain the dispute.

2 **GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Real Estate Regulatory Authority will have the jurisdiction for this Agreement

73 **WAIVER**

Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms of this Agreement, or any forbearance or giving of time to the Allottee by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions, by the Allottee nor shall the same in any manner prejudice the rights of the Promoter.

74 **DECLARATION BY ALLOTTEE**

The Allottee/s declares hereby that he/ she/ they has/ have read and fully understood and agreed to the contents of this agreement and thereafter the same has been executed by the Allottee/s.

75 **INTERPRETATION:**

The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.

Use of singular shall include the plural and vice versa and any one gender includes the other gender.

All the dates and periods shall be determined by reference to the Gregorian calendar.

Reference to any party to this agreement includes his/her/its heirs, executors, administrators, successors and permitted assigns.

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

HAWARE'S GRACE

FIRST SCHEDULE ABOVE REFERRED TO **DESCRIPTION OF THE LAND**

ALL THAT PIECE AND PARCEL OF land admeasuring about **00 H 43** Rof land bearing **Survey Number208, Hissa No. 04**of GaonMauje: **Wakad**, Taluka: **Mulshi**, Jillah: **Pune** and within the jurisdiction of **Hon'ble Sub-Registrar, Mulshi, Pune**

and within the limits of **Pimpri Chinchwad Municipal Corporation** and which the land is bounded as under:

On or Towards East : CTS NO 2104, 2105
On or Towards South : By Part of Survey No. 207
On or Towards West : 24 Mtr Wide Road
On or Towards North : CTS NO 2103 (PART)

**DESCRIPTION OF THE APARTMENT
[AS PER RERA]**

Flat No . :
Floor No. : **Floor**
Building No. : **A(Ind) Building**
Scheme : **HAWARE GRACE**
Carpet Area : **Square Meters**

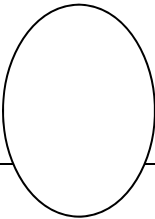
OTHERS

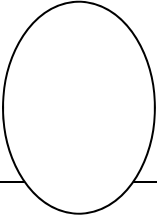
[Area allotted for exclusive use but not by the way of sale]

Encl Balcony Area : Sq.mtrs
Balcony Area : Sq.mtrs
Terrace Area : Sq.mtrs

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY, MONTH AND THE YEARS HEREIN ABOVE WRITTEN.

HAWARE'S GRACE

<u>PHOTO</u>	<u>Left Hand Thumb Impression</u>	<u>SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PROMOTER M/S HAWARE LEGACY [FOR SELF & AS POWER OF ATTORNEY HOLDER OF CONSENTING PARTY HEREIN]Through Its Authorized Signatory:</u>
		

		Sign..... <u>MRS. UJJWALA SATISH HAWARE</u>
<u>PHOTO</u>	<u>Left Hand Thumb Impression</u> 	Sign.....
<u>WITNESS NO. 01;</u> Sign_____		<u>WITNESS NO. 02;</u> Sign_____
Mr.		Mr.
R/at:		R/at:

SECOND SCHEDULE ABOVE REFERRED TO
COMMON AREAS AND FACILITIES

COMMON AREAS

- 1. The land under the buildings.
- 2. The footings, RCC structures and main walls of the buildings.
- 3. Staircase columns and lift as with lift room in the building/s.
- 4. Common Sewarage/Drainage, Water, Electrical Lines, Power Backup.
- 5. Common ground water storage tank and overhead tank
- 6. Electrical meters, wiring connected to common lights, lifts, pumps.

(a) LIMITED COMMON AREAS AND FACILITIES:

1. Partition walls between the two units shall be limited common property of the said two units.
2. The parking areas under stilts/ marginal open spaces/ podium/ basements and portions thereof may be allotted for exclusive use of the specific flat by the Promoter as per his discretion or retained by it.
3. Other exclusive and limited common area and facilities as mentioned in the agreement.
4. All areas which are not covered under aforesaid head common areas and facilities are restricted areas and facilities.
5. Land around building and open areas.
6. Terrace on the top of Building including the self contained lift room
7. Passage leading to top terrace from the last floor.

ANNEXURE-A

[CERTIFICATE OF TITLE]

ANNEXURE-B

[7/12 EXTRACT OF LAND]

ANNEXURE-C1

[LAY OUT OF THE PROJECT]

ANNEXURE-C2

[BUILDING PLAN & OPEN SPACE MAP]

ANNEXURE-D

[MAP OF APARTMENT UNDER SALE]

ANNEXURE – E

(A)	STRUCTURE :	
	1)	Earthquake Resistant RCC Structure.
	2)	Aesthetic Elevation.
(B)	TILES :	
	1)	Attractive Dado Tiles in Toilets & above Kitchen Platform.
(C)	WINDOW :	
	1)	Good Quality Anodized Aluminium Sliding Windows.
(D)	KITCHEN	
	1)	Granite Kitchen Platform with Stainless Steel Sink.
	2)	Provision for Water Purifier.
(E)	ELECTRICAL	
	1)	Concealed Fire Retardant Low Smoke Copper Wire.
	2)	Circuit Breaker.
	3)	Internet, TV & Telephone Points in Living & Master Bed Room.
	4)	Modular Switches.
	5)	Provision for Exhaust Fan in Kitchen & Toilets.
(F)	PAINTS	
	1)	Luxury Emulsion Paints for Internal Wall.
	2)	100% Acrylic Paints for External Wall.
(G)	FLOORING :	
	1)	Living Room, Bed Room, Kitchen – Vitrified Flooring 2’ x 2’.
	2)	Toilet, Terrace – Antiskid Floor Tiles.
(H)	DOORS :	
	1)	Wooden Flush Door Both side Laminated.
	2)	Brass Finish Branded Accessories & Fixtures.
	3)	UPVC Doors in the Toilets.
	4)	Safety Latch.
(I)	PLUMBING :	
	1)	Concealed Piping.
	2)	Good Quality Sanitary & Bath Fitting.
	3)	Good Provision for Geyser in attached Washroom.

ANNEXURE-F

Certificate of Registration with RERA
COMMENCEMENT CERTIFICATE

PAN CARD OF THE ALLOTTEE