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Sub: Allotment of the Flat No. in the residential building/wing No..... in the Project “HAWARE PINNACLE”being constructed on pieces and parcels of lands bearing Survey No. 9, Hissa No. 16, containing by admeasurement an area of 13900 sq.mts. lying, being and situate at Village Muthval, Bhivandi, District – Thane and delivery of duly executed Agreement For Sale for the payment of stamp duty and lodging of registration thereof.

Dear Sir/Madam,

This is to place on record that you have approached us to purchase a flat in the building/wing No..... of our project christened as “**HAWARE PINNACLE**” being constructed on the pieces and parcels of lands as stated supra lying being and situate at **Village Muthval, Bhivandi, District Thane** (hereinafter called as ‘the Project’) via your Letter Of Interest with application no. _____ dated _____.

After confabulations, deliberations and negotiations, you agreed to acquire a Flat bearing No. onFloor (the said flat) in the project for a lump-sum consideration of **Rs...../- (Rupeesonly)**. The price of the flat has been reckoned on the basis of the carpet area only which is **square mtrs.** The Schedule of the payment is set out in the Agreement For Sale adverted to in the succeeding para.

1. You have thus agreed to purchase and acquire and we have agreed to sell the said flat on the terms and conditions more particularly set out in the Agreement for Sale which we have executed with you and handed over the same to you for the payment of Stamp Duty and lodging the same for registration. A copy of the said Agreement is annexed hereto and marked “**Annexure-1**” for the purpose of record.
2. This is to further place on record that you have gone through the accompanying Agreement and acquainted yourself with our title to the land. You have also taken inspections of the documents, title deeds, approved plans, C.C. etc. which are specifically recited in the Agreement for Sale being **Annexure “1”** hereto. You have thus agreed to purchase the said flat on being fully satisfied with our title.
3. You are therefore requested to pay the Stamp Duty and lodge the original Agreement for Sale for registration. On getting intimation of the lodging of the said agreement with the Sub-Registrar’s Office, we will duly admit the execution thereof.

4. Please be informed that the payment of the installments of the agreed consideration strictly in accordance with the Schedule of Payment set out in the Agreement for Sale is the essence of the contract and any default by you in paying the installments as per the time-line shall be at the pain of the cancellation/revocation of the concluded agreement.
5. You can contact your Onboarding Relationship Manager for any queries or assistance at the following coordinates:

Name of the Relationship Manager:

Phone No:

E-mail:

I would like to take this opportunity to thank you for the trust that you have reposed in Haware Properties, and assure you of our best services at all times.

Yours faithfully,
for HAWARE PROPERTIES,

I/We Confirm and Accepted

Enclosure: Original Agreement for Sale duly executed by us as the 'Promoter' and you as the 'Purchaser'.

AGREEMENT TO SELL

THIS AGREEMENT made and entered into at Muthaval, Bhivandi on this.....day of, Two Thousand and Fifteen between **SHRI. SURESH KASHINATH HAWARE** the Proprietor of **M/S.HAWARE PROPERTIES**, through his Constituted Attorney **SHRI. SAMPAT DHAIGUDE**, having his office 416, Vardhaman Market, Sector 17, Vashi, Navi Mumbai - 400 705 hereinafter referred to as "**THE PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors and administrators) of the **FIRST PART**;

AND

SHRI/SMT....., Indian Inhabitant residing at, hereinafter referred to as the "**PURCHASER**" (which expression shall unless it be repugnant to the context of meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the **SECOND PART**:

A. WHEREAS :

- I. (i) Late Shri. Kathod Dhago Patil, (ii) Late Shri. Rama Padu Patil, (iii) Late Shri. Halya Gopal Patil and (iv) Late Shri. Sitaram Mahadu Patil were jointly seized and possessed of and/or otherwise well and sufficiently entitled to a piece and parcel of land bearing Survey No. 9, Hissa No. 16 lying, being and situate at Village- Muthaval, Taluka- Bhiwandi, Dist. Thane containing by admeasurement and area of 01-39-O H-A-P more particularly described in the Schedule hereunder written and shown in the Plan (issued by Assistant Superintendent of Land Record) hereinafter referred to as the “said land”.
- II. The perusal of the extracts of the Records of Rights and the Register of Mutation reveal that on the demise of (i) Shri. Kathod Dhago Patil, (ii) Shri. Rama Padu Patil, (iii) Shri. Halya Gopal Patil and (iv) Shri. Sitaram Mahadu Patil the persons whose names are adumbrated in the Schedule annexed hereto and marked ***Annexure- “1”***, succeeded to the said land by virtue of the Mutation Entries specified therein.

B. AND WHEREAS :

- I. The persons whose names were mutated in the Records of Rights by several Mutation Entries as set out in the Schedule being ***Annexure – “1”*** hereto as the heirs/successors of (i) Late Shri. Kathod Dhago Patil, (ii) Late Shri. Rama Padu Patil and (iii) Late Shri. Halya Gopal Patil, consequent upon which they jointly became entitled to 3/4th share in the said land, by the Conveyance Deed dated November 7, 2013 duly registered with the Sub-Registrar of Assurances, Bhiwandi at Sr. No. BWD/-1, Document Sr. No. 9614/2013 sold, assigned, transferred and conveyed onto the Promoter their 3/4th share out of the total land admeasuring 1-39-0 H-A-P. The transaction through the Conveyance Deed dated November 7, 2013 came to be recorded in the Register of Mutation and Records of Rights by M.E. No. 141 dated January 22, 2014. Hereto annexed under ***Annexure - “1”*** is the copy of the extract from the Register of Mutation and Records of Rights by M.E. No. 141 dated January 22, 2014.

II. The persons whose names were mutated in the Records of Rights by several Mutation Entries as set out in the Schedule being *Annexure – “1”* hereto as the heirs / successors of Late Shri. Sitaram Mahadu Patil, consequent upon which he jointly became entitled to 1/4th share in the said land, by the Conveyance Deed dated December 19, 2013 duly registered with the Sub-Registrar of Assurances, Bhiwandi at Sr. No. BWD/-1, Document Sr. No. 10706/2013 sold, assigned, transferred and conveyed onto the Promoter their 1/4th share out of the total land admeasuring 1-39-0 HAP. The Conveyance Deed dated December 19, 2013 came to be recorded in the Register of Mutation and Records of Rights by M.E. No. 142 dated January 22, 2014. Hereto annexed under *Annexure - “1”* are the copies of extract from the Register of Mutation and 7/12 extract from the Record of Rights.

III. The Promoter, thus, has come to be seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of land bearing Survey No. 9, Hissa No. 16 lying, being and situate at Village- Muthaval, Taluka- Bhiwandi, Dist. Thane containing by admeasurement and area of 01-39-0 H-A-P more particularly described in the Schedule hereunder written (hereinafter referred to as “the Project Land”) as the Owner thereof

C. AND WHEREAS :

I. The Promoter since desirous of developing the Project Land and constructing thereon building/s appointed M/s. Saakaar Architects, Partners Arch. Sandeep Prabhu & Arch Makarand Parange as the Architect and M/s. Pentagon Structural Consultants Pvt. Ltd. as the Structural Engineer.

II. The Promoter then got plans of the building drawn by the Project Architect M/s. Saakaar Architects, Partners Arch Sandeep Prabhu & Arch Makarand Parange who submitted the same for approval along with application for the Development Permission u/s. 44 of the Maharashtra Regional and Town Planning Act, 1966 (MRTP Act) to concerned Authority.

III. The Deputy Director, Town Planning Thane approved the plans for the construction of seven buildings being B, C, D, E, F, G & H and recommended the Collector, Thane for the grant of N.A to the said land and the development permission for the construction of residential buildings

and single family unit on the Project Lands vide letter dated 2ND August 2014 bearing Ref. No.

जा.क्र.बिशेष/रखांकन/बांधकाम/मौ.मुठवळ/ता.भिवंडी/ससठाणे/१८२९

- IV. By letter dated 25th November, 2014 bearing Ref. No. **महसूल / कक्ष-१ / टे-८ / एनएपी / मुठवळ-भिवंडी / एसआर-९४ / २०१४** the Collector, Thane granted the N.A and the Development Permission for the construction of 9491.17 sq.mts for residential buildings and 4408.03 sq.mts for single Family House on the terms and conditions more particularly set out in the said Letter dated the 25th November, 2014. Hereto annexed under **Annexure - "2"**, is the copy of the said letter dated the 25th November, 2014.
- V. The Promoter again put up the revised plans for the approval of the Deputy Director, Town Planning, Thane who approved the plans for construction of five buildings: buildings C, D, G, H and a building with wings E & F of ground plus four floors and one building B of ground plus two floors recommended the same to the Collector, Thane for the grant of the development permission vide letter dated 7 January 2015 bearing Ref. No. **जा.क्र.बिशेष/रखांकन/बांधकाम/मौ.मुठवळ/ता.भिवंडी/ससठाणे/५०**
- VI. The Collector thane by his letter dated the 4th June, 2015 bearing Ref. No. **महसूल / कक्ष-१ / टे-८ / सुधारीत एनएपी / मुठवळ-भिवंडी / एसआर-११ / २०१५** granted revised Development Permission for residential buildings, single Family unit and commercial purpose. Hereto annexed under **Annexure - "3"** is the copy of the letter dated the 4th June, 2015 granting revised Development Permission as stated in Clause V supre.
- VII. The Promoter commenced the construction on the Project Land.
- VIII. The Promoter again put the revised plans for construction of two more residential buildings: Building A & another building containing two wings I & J of ground plus four floors and for adding 3rd & 4th floor to the building B to the Deputy Director, Town Planning, Thane who by his letter dated the 5th October, 2016 bearing ref no.

जा.क्र.विशेष/रिखांकन/बांधकाम/मौ.मुठवळ/ता.भिंवडी/ससठाणे/१८४८ again approved the revised plans put up by the Promoter for the construction of two more residential buildings: building A & another building containing two wings I & J of ground plus four floors and for increasing two floors of building B on the terms and conditions more specifically set out in the letter dated the 5th October, 2016, hereto annexed under **Annexure - “4”**

IX. The Collector, Thane on the recommendations of the Deputy Director, Town Planning, Thane by its letter dated the 20th December, 2016 bearing ref no. महसूल / कक्ष-१ / टे-८ / सुधारीत एनएपी / मुठवळ-भिंवडी / एसआर-३० / २०१५ granted the Development Permission for the construction of 2 more residential buildings: building A & the building containing two wings I & J of ground plus four floors and increasing two floors of the building B being constructed on the Project Land on the terms and conditions more specifically set out in the letter dated the 20th December, 2016, hereto annexed under **Annexure - “5”**

X. The Promoter proposed to construct the residential complex ‘HAWARE PINNACLE’ on the Project Land in three Phases. The building with wing nos. E & F in First Phase, Building Nos. B, C, D, G & H in the Second Phase and building having two wings I & J along with building A in the Third Phase. All buildings are currently sanctioned and to be constructed upto G+4 floors. The building with wings I & J is proposed to be constructed upto ground plus seven floors subject to receiving of necessary approvals from the respective planning authority in future.

XI. On the completion of the First Phase i.e building Nos. E & F as per the approved plans, the Group Gram Panchayat, Savad, Kiravli, Muthaval, Itade was pleased to grant the Occupancy Certificate for the said buildings on the terms and conditions more specifically set out in the said Letter dated the 28th April, 2017. Hereto annexed and marked as **Annexure - “6”** is the copy of the letter dated the 28th April, 2017 granting the Occupancy Certificate.

D. AND WHEREAS:

- I. **The Real Estate (Regulations & Development) Act 2016 (RERDA)** has come into force w.e.f. 1st May 2017, S. 3 whereof requires real estate projects in any planning area to be compulsorily registered with the Real Estate Regulatory Authority **within three months** of the date of the commencement thereof. The Promoters are, therefore, in the process of collating the required information /documents and undertakes to comply with the mandate of the 1st Proviso to S. 3 of the RERDA.
- II. On demand from the Purchaser/s the Promoter has 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 **M/s. M. Tripathi & Co, Advocates** is annexed hereto and marked ***Annexure -“7”***.

EXPLANATION: The tenure of the project land is “Freehold. By various Deeds of Conveyance the Promoter has acquired the Project Land. The Promoter shall be developing the Project Land in three phases. The Promoter shall convey all buildings to the society/limited company of the Purchasers of flats and on the completion of the last building form a federation/holding company/Apex body and convey the Project Land and the common amenities as mandated by S. 17 of the RERDA to the Federation/ Holding company/ Apex body.
- IV. The authenticated copy of the plans and specifications of the flat/ apartment agreed to be purchased by the Purchaser/s as sanctioned and approved by the Town Planning Authority is annexed hereto and marked as ***Annexure “8”***.
- V. The Promoter has obtained all the requisite permissions/approvals from the Deputy Director, Town Planning and the Collector, Thane and shall apply for the Occupancy

Certificate of the remaining buildings as and when the construction of the same is completed as per the approved plans.

- VI. The Promoter has unequivocally divulged to the Purchaser that by a Term Loan Agreement dated2016, the Promoter has taken a term loan of 10 Crores (1000 lacs only) from M/s. Bank of Baroda for development of the Project Land and construction of buildings on it.
- VII. The Promoter 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.
- VIII. The Promoter has accordingly commenced the building operations upon the project land of the buildings B, C, D, G & H in the Second Phase and the building consisting of two wings I & J along with building A in the third Phase.

E. AND WHEREAS:

- I. The Purchaser/s has/has requested the Promoter and the Promoter has agreed to sell (on the basis of carpet area only) to the Purchaser/s a **flat bearing No.** _____,admeasuring _____**Sq. Mtr.** Carpet Area located in _____ **building/Wing** on the _____ **Floor** thereof in the Project to be known as **“HAWARE PINNACLE”** as shown in the typical floor plan annexed hereto and marked as ***Annexure “8”*** being constructed on the said plot.
- II. The carpet area mentioned in the immediately preceding clause means the net useable floor area of the apartment/flat including the area covered by the internal walls but excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandha 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.

III. The Purchaser/s has/has 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 (not exceeding 10% 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 as ***Annexure “9”***.

IV. The Promoter, 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 Promoter has agreed to sell and the Purchaser/s has/has agreed to purchase the apartment (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 PHASE -II & III OF THE PROJECT:** The Promoter has commenced the construction of the buildings B,C,D,G, H, A, and Wings I & J consisting of ground plus four floors. on the piece and parcel of land bearing Survey No. 9, Hissa No. 16 lying, being and situate at Village- Muthaval, Taluka- Bhiwandi, Dist. Thane containing by admeasurement and area of 01-39-O H-A-P more particularly described in the Schedule hereunder written (the Project Land), in accordance with the plans and specifications approved and sanctioned by the Depute Director, Town Planning Thane & Collector Thane. The Promoter will be entitled to make such variations and modifications as the Promoter may consider necessary or desirable or as may be required by the Government,

the Town Planning Department, collector, Thane or any other Public Body or Authority to be made in them including but not limited to the addition of floors to any of the buildings and / or wings. The said plans and specifications have been kept at the office of the Promoter for inspection.

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 APARTMENT:

3.1. The Promoter 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 Promoter on the basis of carpet area¹ only being **Flat No.** _____ admeasuring _____ **Sq. Mtrs.** carpet area (hereinafter referred to as “the said flat”) in _____ **Building/Wing** located on the _____ **Floor** of the Project to be known as “**HAWARE PINNACLE**” being constructed on the said Project Land.

4. CONSIDERATION:

4.1. In consideration of the Promoter agreeing to sell the said flat on the basis of the carpet area only, the Purchaser/s has/has agreed to pay to the Promoter, a lumpsum price of `/- (Rupees Only).

4.2. The Purchaser shall pay to the Promoter the aggregate amount of ` _____/- (Rupees _____ Only) towards the consideration of the Apartment in accordance with the Schedule of Payment being **Annexure “9”** hereto. The payment of the consideration STRICTLY as per the payment schedule is agreed

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

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/has therefore agreed not to commit any default in the payment and scrupulously and tenaciously adhere to the schedule of payment.

- 4.3.** 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 upto the date of the handing over the possession of the apartment, which the Purchaser/s undertake/s to pay the Promoter apart from the aggregate consideration of the Apartment.
- 4.4.** The Purchaser/s hereby agrees, declares and confirms with the Promoter that the Purchaser/s 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 Promoter 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.

4.5. The Total Price stated in Clause 4.2 above is escalation-free, save and except escalations/increases, due to increase on account of cesses/charges/taxes/GST/ service tax/ stamp duty/ registration charges/ VAT, etc 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 Purchaser for increase in cesses, taxes, levies etc 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 Purchaser, which shall only be applicable on subsequent payments.

4.6. 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 4.1.

5. INSPECTION OF DOCUMENTS BY THE PURCHASER/S: The Purchaser/s has/has 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 Promoter to the said flat and no requisition or objection shall be raised upon the Promoter in any matter relating thereto. A copy of the Certificate of Title issued by M/s. M. TRIPATHI & Co, Advocates certifying the clarity and the marketability of the title of the Promoter being *Annexure "7"* hereto. The

Purchaser/s has independently of the said certificate made inquiries concerning the title of the Promoter to the Project Land and the Purchaser/s has/has accepted the same and he/she/he shall not be entitled to raise or administer any requisition or objection in respect of the property or the Promoter's title thereto.

6. **CONFIRMATION OF THE CARPET AREA:** The Promoter 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 Promoter. If there is any reduction in the carpet area within the defined limit then Promoter 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 Promoter 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 1(a) of this Agreement.
7. **AUTHORISATION TO THE PROMOTER TO ADJUST PAYMENTS TOWARDS DUES:** The Purchaser/s 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 Purchaser/s undertake/s not to object/demand/direct the Promoter to adjust his payments in any manner.
8. **OBSERVATION OF THE TERMS/CONDITIONS OF THE DEVELOPMENT PERMISSIONS BY THE PROMOTER:** 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 Purchaser/s,

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

9. **TIME BEING ESSENCE:** Time is essence for the Promoter as well as the Purchaser/s. The Promoter shall abide by the time schedule for completing the project and handing over the apartment 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 installments 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 4.2 herein above. ("Payment Plan").
10. **FLOOR SPACE INDEX:** The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 1.0 which yields total BUA of 13900 square meters as is reflected from the area calculations shown on the sanctioned plans worked out for the time being in force. The Promoter shall be entitled to the 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 Floor Space Index of 1.0 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 Apartment 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 Promoter, which he can utilize either in the 4th Phase or by constructing additional building/wing on the project land.
11. **INTEREST PAYABLE ON DELAY:** If the Promoter fails to abide by the time schedule for completing the project and handing over the apartment to the Purchaser/s, the Promoter agrees 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 Promoter, interest as specified in the Rules, on all the delayed payment which become due and payable

by the Purchaser/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoters. The Promoters shall in respect of any amount unpaid by the Purchaser/s under this Agreement, have a first lien and/or charge on the said flat agreed to be acquired by the Purchaser/s.

12. TERMINATION OF THE AGREEMENT PURSUANT TO THE DEFAULT BY THE

PURCHASER: Without prejudice to the right of Promoter 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 Promoter 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 installments (Default would mean non payment of the respective installments within seven days of the receipt of notice of demand from the Promoter by the Purchaser), the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter 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 the intention of the Promoter to terminate this Agreement setting out therein the specific breach or breaches of terms and conditions consequent upon which it is intended to terminate the Agreement. If the Purchaser/s fail/s to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid or cancellation of the Agreement by the Purchaser for any reason whatsoever, the Promoter shall, upon forfeiting 20% of the amounts paid till then as liquidated damages refund to the Purchaser/s, 80% of the amount paid by the Purchasers till then within a period of thirty days of the termination.

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 Promoter in the said building and the Apartment as are set out in the Schedule annexed hereto and marked *Annexure "10"*. The list and specifications of fittings and fixtures is indicative. The promoters reserve the right to modify, change the brands and / or materials used from this list in case of discontinuation or non-availability of certain brands and/or materials from the market so long as the modifications made and the replaced brands / materials are of a reasonably similar nature and specifications.

14. TIMELINE FOR DELIVERING POSSESSION: The Promoter shall deliver possession of the Apartment to the Purchaser/s on or before..... day of20____. If the Promoter fails or neglects to give possession of the Apartment to the Purchaser/s on account of reasons beyond his or his agent's control by the aforesaid date, the Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the Cl. 11 herein above 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 the extension of time for delivering the possession of Apartment, if the completion of building in which the Apartment 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 other construction materials.

14.1. Procedure for taking possession - The Promoter, 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 two months from the date of issue of such notice. The Promoter 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 Promoter. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Promoter or association of Purchaser/s, as the case may be. The Promoter on its behalf shall offer the possession to the Purchaser/s in writing on receiving the occupancy certificate of the Project.

14.2. Failure of Purchaser/s to take Possession of the flat: Upon receiving a written intimation from the Promoter as per Clause 14.1, the Purchaser/s shall take possession of the flat 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 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.

14.3. 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 causing delay in sanctioning and supplying electricity or due to the 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 situate. 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 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.

15. 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 or 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.

16. **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 Promoter 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 Promoter 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 Promoter, compensation for such defect in the manner as provided under the Act.

16.1. The aforesaid warranty given by the Promoter 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 promoter. In case the Purchaser makes 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 (i) installs air-conditioners on the external walls haphazardly which may destabilize the structure, (ii) Purchaser and/or its tenants load heavy luggage in the lift, (iii) damage any portion of the neighbor's flat or common areas by drilling or hammering etc. and (iv) does not follow the conditions mentioned in the maintenance manual, the Purchaser shall not be entitled to invoke the aforesaid warranty given by the Promoter.

17. USE OF THE FLAT: The Purchaser/s shall use the flat/ bungalow or any part thereof or permit the same to be used only for purpose of residence. The Purchaser/s shall use the shop for commercial/business purpose. The Purchaser/s shall use the Covered Parking only for purpose of keeping or parking vehicles. The Purchaser/s shall not sell/transfer and assign his/her/their respective flats/shops, without obtaining the prior written NOC of the Promoters until the Co-operative Housing Society/Company, as the case may be, has been vested with the structure/common area of each wing in terms of this agreement.

18. FORMATION OF THE JURISTIC BODY AND CONVEYANCE OF THE

PROJECT LAND: Within three months of the 51% of the total number of allottees in each wing/building have executed and registered the Agreement For Sale in respect of their respective flats, the Purchaser/s along with other Purchaser/s of flats in the building/wings join in forming and registering the Co-op. Housing Society or Company to be known by such name as Haware Properties 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 Co-op. Housing Society or Company in respect of each/ all wings / buildings and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter 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. If more than one Co-operative Housing Society is formed, the said Co-operative Housing Societies/Companies of Wings/buildings shall then form Federation/Holding Companies to which the common areas shall be conveyed.

18.1. The Promoter shall, within three months of the registration of Co-op. Housing Society/Company convey or cause to be conveyed to the concerned Co-op. Housing Society or Company as the case may be the structure of the wing/building as the case may be and the common area thereof.

18.2. The Promoter shall, within three months of registration of the Federation/ holding company of the Societies, as aforesaid, cause to be conveyed to the Federation/Holding Company all the right, title and the interest of the Promoter in the project land. The Purchasers undertake to co-operate in the

formation/registration of the Federation/Holding Company and agree to pay his/their proportionate share of the stamp duty and the registration charges on such conveyance.

- 18.3.** Within 15 days after notice in writing is given by the Promoter 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/s or wings are transferred to it, the Purchaser/s shall pay to the Promoter 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 Promoter provisional monthly contribution of Rs.per month towards the outgoings. The amounts so paid by the Purchaser/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance 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.

- 19. DEPOSITS:** The Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

- (i) Rs.for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

- (ii) Rs.for formation and registration of the Society or Limited Company/Federation/ Apex body.
 - (iii) Rs.for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
 - (iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
 - (v) Rs.for Deposit towards Water, Electric, and other utility and services connection charges &
 - (vi) Rs.for deposits of electrical receiving and Sub Station provided in Layout.
- 20. LEGAL COST/CHARGES:** The Purchaser/s shall pay to the Promoter a sum of Rs.for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
- 21. STAMP DUTY & REGISTRATION CHARGES OF CONVEYANCE:** At the time of registration of conveyance of the structure of the building or wing of the building, the Purchaser/s shall pay to the Promoter and/or directly to the respective authorities, the Purchaser/s' share of stamp duty and registration charges payable, by the said Society or Limited Company 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 Purchaser/s shall pay to the Promoter, the Purchaser/s' 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.

22. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER: The Promoter hereby represent and warrant to the Purchaser/s 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. That except the encumbrance of th Bank of Baroda, as set out supra, there are no encumbrances upon the project land or the Project and 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;
- 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/wings and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may be prejudicially affected;

- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the 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 Promoter confirm that the Promoter 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 to the association of Purchaser/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser/s;
- 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 Project Lands) has been received or served upon the Promoter in respect of the project lands and/or the Project except those disclosed in the title report.
- xii. The Promoter shall be entitled to put up his hoardings/Neon sign on tender/parapet wall displaying his 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 not demand any charges for the same from the Promoter except the actual electric consumption cost.

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

- i. To maintain the flat/shop/bungalow at the Purchaser/s own cost in good and tenantable repair and condition from the date the possession of the flat/shop/bungalow is taken and shall not do or suffer to be done anything in or to the building in which the flat/shop/bungalow 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/shop/bungalow is situated and the flat/shop/bungalow itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the flat/shop/bungalow 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/shop/bungalow 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 bungalow and/or the building in which the flat/shop is situated, including entrances of the building in which the flat/shop is situated and in case any damage is caused to the building in which the flat/shop/bungalow is situated or the flat/shop/bungalow 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 flat/shop/bungalow and maintain the flat/shop/bungalow 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/shop/ is situated or the flat/shop/bungalow 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/shop/bungalow 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/shop/bungalow or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the flat/shop/bungalow is situated and shall keep the portion, sewers, drains and pipes in the flat/shop/bungalow and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the bungalow and/or building in which the flat/shop 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/shop/bungalow without the prior written permission of the Promoters and/or the Society or the Limited Company. The purchaser understands that making any modification in his apartment may lead to loss of waterproofing and hence lead to leakages and seepages in the apartments of neighbours/ apartments which are at lower floors. The purchaser acknowledges that it is his sole responsibility to maintain the flat/shop/bungalow and it's waterproofing in a tenable condition so as not to cause difficulties for others, failing which it shall be the purchaser's sole responsibility to effect repairs at his time, cost & effort.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project lands and the building in which the flat/shop/is situated or any part thereof or to the bungalow 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 flat/shop/bungalow in the compound or any portion of the project lands and the building in which the flat/shop/bungalow 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/shop/bungalow 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/shop/bungalow 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/shop/bungalow 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 until the execution of the conveyance in favour of the co-operative society/ Federation of the Societies.
- xi. The Purchaser/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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/shops/bungalow 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/Apex Body/Federation regarding the occupancy and use of the flat/shop/bungalow 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 bungalow and structure of the building in which flat/shop 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. Till a conveyance of the project lands on which the said bungalow and the buildings in which flat/shop is situated is executed in favour of Apex Body or Federation, 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 project lands or any part thereof to view and examine the state and condition thereof.

24. 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 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 he has 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 project lands and Building or any part thereof. The Purchaser/s shall has 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 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.

26. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Promoter execute this Agreement he 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/shop/bungalow.
27. **BINDING EFFECT:** Forwarding this Agreement to the Purchaser/s by the Promoter does not create a binding obligation on the part of the Promoter 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 Promoter. If the Purchaser/s fails to execute and deliver to the Promoter 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 Promoter, then the Promoter 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 all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever, unless the Purchaser(s) replies in writing to the notice asking for more time for the purpose of registration of his agreement, in which case a decision to grant further time may be taken by the Promoters.
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/has 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 premises 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. The said building / project shall always be known as “**HAWARE PINNACLE**” and the name of the co-operative society, limited company or legal body to be formed shall bear the same name or any other name, but the building’s / project’s name shall not be changed.
36. **PLACE OF EXECUTION:** The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory and the Purchaser/s at the Promoter’s Office at 2305, 23rd floor, Haware Infotech Park, Sector 30, Vashi, Navi Mumbai - 400 705 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 has been executed at Vashi, Navi Mumbai.
37. **PRESENTATION OF THIS AGREEMENT & CONVEYANCE FOR REGISTRATION:** The Purchaser/s and/or Promoter 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 Promoter will attend such office and admit execution thereof.

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

38.1. Purchasers Name: _____

Address: _____

Notified Email ID: _____

Notified Mobile No.: _____

38.2. Promoters:

Name of Representative: Mr.Sampat Dhaigude,

Address: 2305, 23rd Floor, Haware Infotech Park, Sector 30A, Vashi,
Navi Mumbai 400705

Email ID: pinnacle@haware.in

Mobile No: 9324804503

- 39. INTIMATION OF CHANGE OF ADDRESS:** It shall be the duty of the Purchaser/s 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 Purchaser/s, as the case may be.

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

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

- 42. 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.
- 43. 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.

THE SCHEDULE ABOVE REFERRED TO:

All that piece and parcel of land bearing Survey No. 9, Hissa No. 16 lying, being and situate at Village Muthaval, Bhivandi, District – Thane containing by admeasurement an area of 13900 sq. mtrs or thereabout and bounded as follows:

On or towards the North : by Boundary of Village Sawad

On or towards the South : by Road

On or towards the East : by S.No.1 & 2

On or towards the West : by S.No.9, H.No.12,15,18 , 20 to 24, 26, 28, 30 33 & 34

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.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

SHRI. SURESH KASHINATH HAWARE the
Proprietor of **M/S. HAWARE PROPERTIES**,
through his Constituted Attorney

Please affix
photograph
and sign
across the
photograph

SHRI. SAMPAT DHAIGUDE (Authorized Signatory) **WITNESSES:**

Name _____

Signature _____

Name _____

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

PURCHASER

(Authorized Signatory) **WITNESSES:**

Name _____

Signature _____

Name _____

Signature _____

Please affix
photograph
and sign
across the
photograph

RECEIPT

RECEIVED OF AND FROM THE PURCHASER/S)
withinnamed the day and the year first hereinabove)
written the sum of Rs./- (Rupees.....)
.....)
only being the earnest money deposit to be paid by)
him/her/them to us as within mentioned.)

I SAY RECEIVED

SHRI. SURESH KASHINATH HAWARE
the Proprietor of M/S. HAWARE PROPERTIES, through his
Constituted Attorney SHRI. SAMPAT DHAIGUDE

ANNEXURE - “9”

SCHEDULE OF PAYMENT

1. The Purchaser/s have/has paid on or before execution of this agreement a sum of ` \_\_\_\_\_ (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 `(Rupees) in the following manner:-
 - i. Amount of `/-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
 - ii. Amount of `/-(.....) (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 `/- (.....) (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 `/-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said flat.
 - v. Amount of `/- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said flat.
 - vi. Amount of `/-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter 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 `...../- (.....) (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 `...../- (.....) 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.