

AGREEMENT FOR SALE

This Agreement made at _____ this _____ day of _____ **BY & BETWEEN M/S. HAWARE INTELLIGENTIA PROPERTIES LLP**, a Limited Liability Partnership Firm registered under the provisions of the Limited Liability Partnership Act, having its office at 2305, 23rd Floor, Haware Infotech Park, Sector 30A, Vashi, Navi Mumbai 400 705,, hereinafter referred to as the "**PROMOTER**" (which expression shall unless it be repugnant to the context of meaning thereof be deemed to mean and include the partners for the time being of the said firm, its successor/s and heirs, executors and administrators of the last surviving partner) of **ONE PART**;

AND

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

AND

SANDESHCHANDRA CO OPERATIVE HOUSING SOCIETY LTD., a Co-operative Society duly registered under the provisions of the Co-Operative Societies Act, 1969 bearing registration No. BOM/HSG/4438 and having its registered office at Building No. 234 and 237, Kannamwar Nagar Vikhroli(East), Mumbai 400 083, through its Constituted Attorney **SHRI Amit Suresh Haware**, hereinafter called "**THE CONFIRMING PARTY or THE SOCIETY**" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns) of the '**THIRD PART**':

A. WHEREAS:

- i. The Maharashtra Housing and Area Development Authority, a statutory corporation constituted under the provisions of Maharashtra Housing Area Development Act, 1976 (Mah.XXVIII) of 1977). *Hereinafter referred to as the said "Act"* and *"Authority"*.
- ii. The Maharashtra Board (*hereinafter referred to as "the Board"*) was at all relevant times prior to 1976, the Owner of various parcels of land inter alia bearing C.T.S Nos. 356(pt.) of Kannamwar Nagar, Village Hariyali, Mumbai, within the registration sub-district of Mumbai Suburban (*hereinafter referred to as the said "Larger Property"*).
- iii. Pursuant to constitution of MHADA, the Board stood dissolved under provisions of Section 15 of the said Act, and all property rights, liabilities and obligations of the Board stood vested in MHADA under provisions of Section 189 (a) & (b) of the said Authority.
- iv. MHADA had evolved various schemes of construction and allotment and sale of tenements of lands belonging to it including the Lower Income Group, Middle Income Group and Higher Income Group Housing Scheme (*hereinafter referred to as the said "Scheme"*).
- v. Under the said Scheme, MHADA had a scheme of construction allotment and sale of tenements, generally known as Lower Income Group, Middle Income Group and Higher Income Group Housing Scheme on the said Property.
- vi. The Board was possessed or otherwise well and sufficiently entitled to a piece or parcel of land with area admeasuring 1720 Sq. Meters situated at Survey No. 113 part being and CT Survey No. 356 at Kannamwar Nagar, Vikhroli (East), Hariyali Village, Mumbai (*hereinafter referred to as "The said Building"*) and more particularly described in Schedule I hereto for housing persons belonging to the Lower Income Group and Middle Income Group as provided in that Housing Scheme.
- vii. The tenements in the said Building were allotted to various allottees by MHADA as per the said Scheme.
- viii. By an Indenture of Lease dated the 12th June 2005, the Maharashtra Housing & Area Development Board on behalf of the Maharashtra Area Development Authority being owner of all that piece and parcel of Plot of land with area admeasuring

about 1720 Sq. Mtrs. bearing Survey No. 113 part being and CT Survey No. 356 situate at kannamwar Nagar Vikhroli (East), Mumbai 400 083. in the Registration District and Sub-District of Chembur, Mumbai Suburban. (*Hereinafter referred to as "the said Plot"*) has granted Lease of the said Plot in favor of the Society for the Period and on the terms and conditions as contained therein. The said Deed of Lease has been duly registered under Doc No. KRL-2/3895/2005, with the office of the sub-Registrar Mumbai;

- ix. By a Deed of Sale dated the 13th June 2005, the Maharashtra Housing and Area Development Authority also conveyed the said Building No. 234 and 237 consisting of Ground and four Upper Floors with 80 tenements standing on the said Plot of land in favor of the Society for the Plot of land together with the said building is more particularly described in the Schedule hereunder written collectively referred to as "*the SAID PROPERTY*"). The said Sale Deed has been duly registered under Doc No. KRL-2/3896/2005. Dated 13th June 2005 with the office the Sub-Registrar, Mumbai.
- x. Under the provisions of Development Control Rules and the Rules of Regulations, framed under the Maharashtra Housing and Area Development Act, 1976 as amended upto date it is possible to construct additional area on the plot by availing additional FSI from MHADA (hereinafter referred to as "*additional FSI*").
- xi. The allottees of MHADA in respect of the said Building have formed themselves into a Co-operative Housing Society (*hereinafter referred to as the said "Society"*), which is duly registered under the provisions of the said Act.
- xii. The said Society is seized, possessed and otherwise well and sufficiently entitled to all that piece and parcel of land admeasuring with area admeasuring 1720 Sq. Meters situated at Survey No. 113 part being and CT Survey No. 356 at Kannamwar Nagar, Vikhroli (East), Hariyali Village, Mumbai, consists of ground and four upper floors having 80 tenants therein constructed by MHADA. All the occupants are members of the Society situate at Building No. 234-237, Kannamwar Nagar Vikhroli (East), Mumbai 400083 in the Registration District and Sub-District of Chembur, Mumbai Suburban.

- xiii.** The said building No.234 and 237 was in dilapidated condition and the members were desirous of developing the said property by demolishing the existing buildings and reconstructing a new building thereon. The Society therefore approached the Developer and after due course of meetings, discussions and negotiations, the Developer submitted his offer for the redevelopment of the plot of the society.
- xiv.** Thereafter the said Society reinitiated the process of redevelopment and approached the Promoters M/s. Haware Intelligentia Properties LLP and held various meetings and correspondences for finalising the terms of redevelopment.
- xv.** The Society in its Special in its Special General Body Meeting held on 28th Oct 2018, vide Resolution No.2, unanimously accepted the offer of the Developer and the society desires to redevelop the said property through them by utilizing maximum available, F.S.I. (Including additional FSI) granted by MHADA from time to time as per their policy declarations without any upper limit on FSI (as approved in the Special General Body meeting of the society held on 28th October 2018) for building Nos. 234 and 237 society agrees to amalgamate building Nos. 234 & 237 Re-Development be carried out in accordance with the plans sanctioned by the Municipal Corporation and or any other concerned competent authorities. The Society further agrees that the Developer shall at any point of time can break down the buildings in two or more different phases for redevelopment or amalgamate them with any other adjoining building or buildings in the same vicinity, with the present plot for the purpose of redeveloping the same. It is further agreed by the Society and its members that the benefits arising out of the total area including the tit bit area shall be the sole benefit of the Builders/ Developers herein.

B. AND WHEREAS :-

- i.** By Agreement of Development dated the 2nd Nov 2020 the Confirming Party granted to M/s. Haware Intelligentia Properties LLP, the development rights of said plot on the terms and conditions more particularly set out in the said Agreement for Development dated the 2nd Nov, 2020. The said Agreement was duly registered with the office of Sub-Registrar of Assurances, Kurla with Doc No. KRL-5/8525/2020. The Confirming Party also granted the Power of Attorney for development of the plot to the Promoters dated the 2nd Nov, 2020 duly registered

with the office of Sub-Registrar of Assurances, Kurla with Doc No. KRL-5/8552/2020. Thereafter, supplement to the agreement for redevelopment were signed and registered dated 13th April 2022 with the office of Sub Registrar of Assurances, Kurla under Doc No. KRL-1/6943/2022.

- ii. The Confirming Party appointed Mr. Bhushan Gharat of M/s. Kalakruti Architects as Architect for the project.
- iii. The Confirming Party also appointed Mr. Anand Sawant of M/S. Pentacon Structural Consultants Pvt Ltd as Structural Engineer for the project.
- iv. The Confirming Party thereafter submitted the proposal for utilization of the additional BUA under revised DCR 33(5) on the plot along with the additional titbit plot of 527.91sq.m. adjacent to the said property.
- v. MHADB by its Offer Letter dated the 17th Dec, 2021 informed the Confirming Party that its proposal for the additional BUA under DCPR-2034 under clause 33(5) was scrutinized and approved on the entire plot admeasuring 2247.91 sq.m. on the terms and conditions more specifically set out in the Offer Letter dated the 17th Dec, 2021. Hereto annexed and marked **Annexure- “ ”** is the copy of the said Offer Letter dated the 17th Dec, 2021 issued by MHADB.
- vi. The Promoter made the payment of the premium and other charges to the MHADB as per its offer letter dated 17th Dec, 2021 on behalf of the Confirming Party.
- vii. The MHADB thereafter by its letter dated the 24th Dec, 2021 bearing Ref. No. EE/BP Cell/GM MHADA-9/979/2021 granted the Intimation of Approval (IOA) in respect of proposed redevelopment of building no. 234 and 237 of the Confirming Party under DCR 33(5) on the terms and conditions set out in the said letter dated the 24th Dec, 2021. Hereto annexed and marked **Annexure - “D”** is the copy of the said letter.
- viii. The Promoter through its Architect M/S. Kalakruti Architects applied for Commencement Certificate (CC) of the plans approved under no. EE/BP Cell/GM MHADA-9/979/2021 to the Building Permission Cell of MHADA.

- ix.** The Building Permission Cell, Greater Mumbai MHADA subsequently granted CC through its letter dated 22nd Jun 2022 subject to compliance of conditioned mentioned in the IOA. A copy of this Commencement Certificate is annexed hereto and marked *Annexure“E-1”*
- x.** The Promoter has accordingly commenced the building operations upon the project land.
- xi.** The Promoter has got some of the approvals from the MHADA to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building
- xii.** AND WHEREAS 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.
- xiii.** The Promoter has unequivocally divulged to the Purchaser that by a Loan Agreement dated _____, the Promoter has taken a loan from _____ for development of the Project Land and construction of buildings on it. The Promoter has mortgaged the said Property in favour of _____ (“the Mortgagee”) as a security for availing from the Mortgagee finance, inter alia, for construction of building/s on the said Property and for general corporate purposes. The Mortgagees have agreed that the Promoter shall be entitled to allot and/or sell flats in the building/s to be constructed on the said Property and they shall issue ‘No Objection Certificate/s’ in respect of such allotment/ sale subject to the Promoter complying with the stipulated terms and conditions in this regard. The Purchaser consents that the Promoter has reserved the right to create mortgages/ encumbrances as required from time to time save and except the right of the Purchaser on the said Flat. The details of such mortgages shall be disclosed in accordance with the provisions of law.

C. AND WHEREAS:

- i. The Promoter proposes to construct a residential building consisting of wings A, B, C and D comprising of ground and stilt plus twenty seven upper floors.
- ii. The Confirming Party has presently got approved from the Building Permission Department of MHADA the plans of the proposed building to be called “INTELLIGENTIA HORIZON BY HAWARE PROPERTIES” to be constructed on the project land comprising of wings A, B, C D up to stilt level. The approval for the balance floors will be taken from the respective authorities as per existing provisions of the law.

D. AND WHEREAS:

- i. As mandated by S. 3 of **Real Estate (Regulations & Development) Act 2016 (RERDA)** the Promoter has registered the present real estate project with the Maharashtra Real Estate Regulatory Authority (MahaRERA), the Registration Certificate whereof is annexed hereto and marked *Annexure – “ ”*.
- 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 “Adv Y.S.Duduskar” is annexed hereto and marked *Annexure – “ ”*.

E. AND WHEREAS:

- i. The Purchaser/s has/have requested and the Promoter has agreed to sell (on the basis of carpet area only) to the Purchaser/s, Flat bearing No. _____ having a carpet area of _____ sq.mts on the _____ floor in the building “**INTELLIGENTIA HORIZON BY HAWARE PROPERTIES**” (hereinafter referred to as “the said flat”) being constructed on the Project Land as shown in the typical floor plan being Annexure – “ ” hereto.

- ii. N.B: The carpet area mentioned in the immediately preceding clause means the net useable floor area of the flat including the area covered by the internal walls.
- iii. The Purchaser/s has/have agreed to pay _____ 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 _____ as advance 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 – “ ”*.
- 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 s have agreed to sell and the Purchaser/s has/have agreed to purchase the flat and mechanized / Basement / puzzle parking if any which are set out hereunder.

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

1. **RECITAL CLAUSES ARE INTEGRAL TO THIS AGREEMENT:** The recitals supra are intended to be treated as the integral part of this agreement for all purposes including the interpretation of this document.
2. **CONSTRUCTION OF THE PROJECT:** The Promoter shall under normal conditions the building consisting of ground plus stilt plus twenty seven upper floors on the Project Land being a piece and parcel of land and adjoining titbit situated on the Plot bearing CTS no. 356 Pt, Bldg no. 234 and 237, Kannamwar Nagar, Vikhroli E, Mumbai 400083 admeasuring 2,247.91 sq.mts., by utilizing the existing FSI and additional FSI and also TDR as may be permissible under the provisions of the DCR and MHADA guidelines and rules and as per plans and specifications approved and sanctioned by the MHADB including such additions, modifications, revisions, and alterations, therein if any, from time to time as may be approved by the Municipal Corporation of Greater Mumbai/Planning Authorities.

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/FLAT:

3.1. The Promoter hereby agrees 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 _____ admeasuring _____ .sq. mtrs. carpet area (hereinafter referred to as "the said flat") located on the __ Floor of the Project to be known as "INTELLIGENTIA HORIZON BY HAWARE PROPERTIES" being constructed on the project land as per the Plan annexed hereto and marked Annexure " " hereto.

3.2. **Explanation:** The Purchaser/s shall have right to use common areas and facilities available in the building by virtue of his / her / their purchasing the said flat albeit only on the basis of carpet area.

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/have agreed to pay to the Promoter, a lump sum price of _____

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

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

- 4.3. The aggregate consideration of _____ 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 Flat, which the Purchaser/s undertake/s to pay to the Promoter apart from the aggregate consideration of the Flat.
- 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 Promoter 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 is 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 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 Purchaser 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 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 instalments payable by the Purchaser by discounting such early payments at a rate mutually agreed upon by both the Promoters & Purchasers for 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 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 2.4.

5. INSPECTION OF DOCUMENTS BY THE PURCHASER/S: The Purchaser/s has/have prior to the execution of this Agreement, perused all the documents constituting title deeds, approved plans, commencement certificate, development permission and satisfied himself/themselves /herself about the title of the 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 Adv Y.S.Duduskar, being Annexure “ ” 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/have accepted the same and he/she/they shall not be entitled to raise or administer any requisition or objection in respect of the same 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 4.1 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 her sole discretion deems 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 plans or thereafter and shall, before handing over possession of the Flat to the Purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.

9. TIME BEING ESSENCE: Time is essence for the Promoter as well as the

Purchaser/s. The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Purchaser/s and the common areas to the Confirming Party 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 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 4.2 herein above (“Payment Plan”).

10. FLOOR SPACE INDEX: The Promoter hereby declares that the Floor Space Index

(FSI) available as on date in respect of the project land is 23,542 square meters only and Promoter has planned to utilize Floor Space Index of 3.0 by availing of FSI available on payment of premiums or FSI available as incentive FSI, prorate FSI, VP Quota or other available permissible 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 Floor Space Index of 23,542 sq.m. 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.

11. INTEREST PAYABLE ON DELAY: If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat 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 Promoter.

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 instalments, 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 his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fail/s to rectify the breach or breaches mentioned by the 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, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

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 Flat as are set out in the Schedule annexed hereto and marked *Annexure - "H"*.

14. TIMELINE FOR DELIVERING POSSESSION: The Promoter shall deliver possession of the Flat to the Purchaser/s on or before 31 Dec, 2027. If the Promoter fails or neglects to give possession of the Flat 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 Flat 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.

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

i. war, civil commotion or act of God ;

ii. any notice, order, rule, notification of the Government and/or other public or competent authority.

iii. any order/decreed of the Court.

b. **Procedure for taking possession** - The Promoter, upon obtaining the Occupancy Certificate/Completion Certificate from the competent authority and after receipt of all the payments to be made by the Purchaser/s plus the interest if any, payable on the delayed payment of the instalments, 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 agrees and undertakes 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 the Confirming Party, as the case may be. The Promoter on his behalf shall offer the possession to the Purchaser/s in writing within 7 days of receiving the Occupancy Certificate/Completion Certificate of the Project.

c. The Purchaser 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:

d. **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 such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

15. Promoter entitled to give possession on obtaining Occupancy

Certificate/Completion Certificate: On obtaining the Occupancy Certificate / Completion Certificate from the concerned authority, the Promoter shall be entitled to hand over possession of the said premises to the Purchaser/s even though permanent electricity and water connections are not connected by the concerned authorities. The Promoter shall not be liable for any loss, damage, injury or delay due to Maharashtra State Electricity Board/or any other supplying company causing delay in sanctioning and supplying electricity or due to the Mumbai Municipal Corporation/Local authority concerned, causing delay in giving/supplying permanent water connection or such other service connections necessary for using/occupying the Premises. On the Promoter offering possession of the said premises to the Purchaser/s, the Purchaser/s

shall be liable to bear and pay his/her 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 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 Mumbai Municipal Corporation or the concerned local authority and/or Government and/or other public authority, on account of change of user of the said premises by the Purchaser(s)/Allottee(s) for any purposes other than for purpose for which it is sold.

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.

a. 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 area 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 Flat or any part thereof or permit the same to be used only for purpose of residence. The Purchaser/s shall use the Covered Parking (if allotted) only for purpose of keeping or parking vehicle. 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. PURCHASER/S TO BE ADMITTED AS A MEMBER OF THE CONFIRMING PARTY:** The Confirming Party hereby agrees to admit the Purchaser/s as its member/s with the permission of MHADA. The Purchaser/s undertakes to sign and execute the application for membership and the other papers and documents necessary for becoming a member, and duly fill in, sign and return to the Promoter, the said applications, documents etc within seven days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to forward the same to the Confirming Party. The Purchaser/s also undertakes to make the payment of charges of the MHADA for NOC to admit the Purchaser/s as member of the Confirming Party.
- 19. PURCHASER/S LIABILITY TO PAYMENT OF TAXES, OUTGOINGS AND OTHER CHARGES:** 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 namely local taxes, property taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of the manager, clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and the building to the Confirming Party. The Purchaser/s undertakes to pay to the

Confirming Party provisional monthly contribution of Rs.per sq.feet per month towards the outgoings.

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

- a. Rs...../- for share money, application entrance fee of the Confirming Party
- b. Rs./- for deposit towards provisional monthly contribution towards outgoings of the Confirming Party.
- c. Rs..... as Deposit towards Water, Electric, and other utility and services connection charges.
- d. **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.

21. CHARGES PAYABLE TO THE MHADA FOR THE GRANT OF NOC FOR ADMISSION OF THE PURCHASER AS MEMBER: The Purchaser/s' shall pay the charges payable to the MHADA for grant of NOC for admission of the Purchaser/s as the member of the Confirming Party.

22. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER: The Promoter hereby represents and warrants to the Purchaser/s as follows:

- a. 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 the development upon the Project Land and also have actual, physical and legal possession of the Project Land for carrying out the construction of the building on the Project Land.
- b. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out the development of the Project and shall obtain requisite approvals from time to time to complete the same;
- c. There are no encumbrances upon the Project Land or the building being constructed thereon.

- d. No litigations are pending before any Court of law with respect to the Project Land;
- e. All approvals, licenses and permits issued by the competent authorities with respect to the Project Land and the building being constructed thereon 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 Land and the said building 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 said land, the new building and the common areas;
- f. 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 prejudicially be affected;
- g. 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 said land or the building and the said flat which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- h. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said flat to the Purchaser/s in the manner contemplated in this Agreement;
- i. On the completion of the construction and sale of all the flats, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas to the Confirming Party.
- j. 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;

- k. 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 project land) 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.
- l. The Promoters shall be entitled to put up their hoardings/ Neon sign on tender/ parapet wall/ inside lifts displaying their logo/ trade mark making the project having been developed by them for which the purchaser/s has given unconditional consent. The Society/ Company/ Federation/ Holding Company or its members shall not demand any charges for the same from the Promoters except the actual electric consumption cost.
- m. The Promoter reserve to himself the unfettered right to full, free and complete right of way and means of access over, along and under all the internal access roads in the said Property and the common Right of Ways at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles (of all descriptions) laden or unladen and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the said property and any properties that may be developed in future in and around the said property without restricting to any distance and if necessary to connect drains, pipes, cables etc. under over or along the land appurtenant to each and every building in the said property.
- n. That except the encumbrance of _____ as set out supra, there are no encumbrances upon the project land or the Project.

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

- a. To maintain the flat at the Purchaser/s own cost in good and tenantable repair and condition from the date that of possession of the flat is taken and shall not

do or suffer to be done anything in or to the building in which the flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the flat is situated and the flat itself or any part thereof without the consent of the local authorities, if required.

- b. Not to store in the flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the flat is situated, including entrances of the building in which the flat is situated and in case any damage is caused to the building in which the flat is situated or the Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- c. To carry out at his own cost all internal repairs to the said flat and maintain the flat in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the flat is situated or the flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d. Not to demolish or cause to be demolished the flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the flat is situated and shall keep the portion, sewers, drains and pipes in the flat and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the flat is

situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the flat without the prior written permission of the Promoter and/or the Society or the Limited Company.

- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the project land and the building in which the flat is situated.
- g. Further to segregate wet and dry garbage and not to throw the wet garbage's at any other place except for the area assigned for it, where the same shall be treated separately.
- h. Pay to the Promoter within fifteen days of demand by the Promoter, the Purchaser/s share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the flat is situated.
- i. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the flat by the Purchaser/s for any purposes other than for purpose for which it is sold.
- j. The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the flat until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up.
- k. The Purchaser/s shall observe and perform all the rules and regulations which the Confirming Party may have adopted at its inception and the additions,

alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Confirming Party regarding the occupancy and use of the flat 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.

1. The Purchaser/s shall permit the Promoter and his 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.
- m. The Purchaser/s shall in addition to the consideration of the flat set out in Cl. 4 supra, pay the proportionate share of VAT/Service tax/GST and/or any other charges, cesses, taxes demands made/raised by the Government, MHADA and/or any other authorities.
- n. The Purchaser shall have no objection for joint open space deficiencies and development of the plot with deficiency in joint open space.

24. The said project shall always be known as "INTELLIGENTIA HORIZON BY HAWARE PROPERTIES" and the buildings name, elevation including its features, colour, etc. may not be changed in the future.

25. The Promoters herein and their architects keeping in mind the space constraints issues have planned the building in a best possible way given the space and land shape constraints with optimum Open Spaces. The promoter herein has also applied for open space deficiencies permission accordingly the Hon'ble Municipal Commissioner vide its letter dated ____ has approved the said application, further the party of the Second Part and the Party of the Third Part or any person claiming through them shall give

their no objection and shall have no objection for joint open space deficiencies and development of the adjoining plot with deficiency in joint open space.

- 26. 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 and shall utilize the amounts only for the purposes for which the same have been received.
- 27. 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 flat or of the project land and Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the flat hereby agreed to be sold to him and all open spaces, parking spaces (except the covered Parking Space agreed to be sold to the Purchaser, if any), lobbies, staircases, terraces recreation spaces, will remain the property of the Confirming Party.
- 28. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:** The Promoter 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.
- 29. 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.

- 30. 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.
- 31.** 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.
- 32. RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.
- 33. 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.
- 34. 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.

- 35. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement it is stipulated that the Purchaser/s has/have to make any payment, in common with other Purchaser/s in Project, the same shall be in proportion to the carpet area of the flat to the total carpet area of all the flats in the Project.
- 36. 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.
- 37. 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 Promoters' Office at 2305, 23rd floor, Haware Infotech Park, Sector – 30A, 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 have been executed at Vashi, Navi Mumbai.
- 38. PRESENTATION OF THIS AGREEMENT FOR REGISTRATION:** The Purchaser/s 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.
- 39. 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:
- a. Purchasers Name: _____
 - b. Address: _____
 - c. Notified Email ID: _____

- d. Notified Mobile No.: _____
- e. Promoters: Name of Representative: _____
- f. Address: 2305, 23rd Floor, Haware Infotech Park, Sector 30A, Vashi,
Navi Mumbai 400705
- g. Email ID: customercare@hawareintelligentia.com
- h. Mobile No: 9324804503 / 8425846131
- i. Customer Care No. (For calls only and not SMS): 7666600400
- j. Name of Promoter: M/s. Haware Intelligentia Properties LLP
- k. Address: 2305, 23rd floor, Haware Infotech Park, Sector 30, Vashi, Navi
Mumbai - 400 705

40. 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.

41. 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 to consider as properly served on all the Purchaser/s.

42. STAMP DUTY AND REGISTRATION CHARGES: The charges towards stamp duty and registration of this Agreement have been borne by the Purchaser and the same is certified by the Purchaser.

43. 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.

44. 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.

45. The Confirming Party hereby confirms this Agreement.

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

THE SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land or ground of plot situated and lying underneath and appurtenant to the building No. 234-237 including the tit-bit area at Survey No. 133(Pt) and C.T.S. No. 356 (Pt.) of Hariyali Village, Kannamwar Nagar, Vikhroli (East), Mumbai -400083 the Registration Sub District of Kurla and District of Bombay City with total plor area admeasuring 2,247.91 sq.mtr. or thereabout and bounded as follows that is to say;

On or towards the North: 18.00 m wide Road

On or towards the South: 18.00 m wide Road

On or towards the East : Bldg No. 232 and Bldg No. 235

On or towards the West: Bldg No. 236 and Bldg No. 238÷

SIGNED AND DELIVERED BY THE WITHIN NAMED

PROMOTER:

M/s. HAWARE INTELLIGENTIA PROPERTIES LLP

THROUGH THE CONSTITUTED ATTORNEY

SHRI _____

WITNESSES:

Name _____

Name _____

Signature _____

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

PURCHASER

SHRI _____

WITNESSES:

Name _____

Name _____

Signature _____

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

CONFIRMING PARTY: M/S. SANDESHCHANDRA

CO-OP. HOUSING SOCIETY. LTD

through its POA Holder of Chairman / Secretary SHRI _____

(Authorized Signatory)

WITNESSES:

Name _____

Name _____

Signature _____

Signature _____

RECEIPT

RECEIVED OF AND FROM THE PURCHASER/S _____

within named the day and the year first here in above written the sum of _____

WE SAY RECEIVED

For M/S. HAWARE INTELLIGENTIA PROPERTIES LLP

Through the Constituted Attorney

SHRI _____

Housiey.com