

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and entered into at Mumbai, this day of, 2024;

BETWEEN

M/S. HAWARE SKY LLP, a registered Limited Liability Partnership, by the hands of their designated Partners **SMT UJJWALA SATISH HAWARE** and **SHRI. ANILKUMAR SINGH**, having their registered office at 416, Vardhaman Market, Sector 17, Vashi, Navi Mumbai - 400 705 hereinafter called "**THE DEVELOPER/PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**

AND

NIRMAL PRAGATI CO-OPERATIVE HOUSING SOCIETY LTD., a Co-operative Society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960, bearing Registration No.BOM/HSG/7636 dated 22/06/1981 having its registered address at Building No. 33, Subhash Nagar, Chembur, Mumbai-400 071, hereinafter referred to as "**THE CONFIRMING PARTY/ SOCIETY**" through its duly authorised Managing Committee members comprising of **(1) Shri. Mahendra Dattatray Dhuri [Chairman], (2) Shri. Dilip Sakharam Utekar [Secretary], (3) Mrs. Sandesha S. Nair, [Treasurer]**, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Society, its individual members for the time being and each of their respective heirs, executors and from time to time and its successors and assigns) of the **SECOND PART**;

AND

MR/MRS. _____, Age ____, Indian Inhabitant residing at _____, having PAN No. _____, hereinafter called "**THE PURCHASER/S**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his/her/their heirs, executor, administrators and permitted assigns) of the **THIRD PART**



WHEREAS:

- A. The Maharashtra Housing Area Development Authority, {hereinafter referred to as "The AUTHORITY"}, was duly constituted with effect from the 5th December, 1977 under a Government Notification in the Public Works and Housing Development No. ADJ/1560/98/5254 dated the 5th December, 1977 after the Maharashtra Housing Board a Corporation established under the Bombay Housing Board Act, 1948 (Bombay LXLX of 1948) (hereinafter referred to as "THE BOARD") stood dissolved by operation of Section 15 of the said Act.
- B. Under clauses (a) and (b) of section 189 of the said Act all the property rights liabilities and obligations of the said Board including those arising under any agreement or contract have become the property rights, liabilities, and obligations of the said Authority.
- C. The Government of India had formulated a Housing Scheme for the construction and allotment of tenements on rental basis to industrial workers known as the Subsidized Industrial Housing Scheme.
- D. The Board had in pursuance of the said Government of India Scheme built several buildings in clusters at several suburban locations across Mumbai, one of the buildings in one of the clusters known as Subhash Nagar is building bearing No. 33 (hereinafter referred to as "the said Building") standing on a portion of land that is a part of Survey No. 67 to 71, C.T.S. No. 826 Pt., 826/210 to 826/221 (pt) measuring approx. 888.50 Sq Mtr, (final area to be ascertained after MHADA demarcation), Chembur, Mumbai 400 071 (hereinafter referred to as "the said Land") and more particularly described in the Schedule hereunder written for housing industrial workers as provided in the said Scheme. The tenements in the said Building were allotted to individual eligible industrial workers on rental basis.
- E. Persistent demands appear to have been made by the occupant industrial workers that the tenements constructed for them under the Subsidized Industrial Housing Scheme of the Government of India by the various housing authorities should be sold to them on ownership basis:
- F. The conference of the Housing Ministers of all the States held at Calcutta in December 1975 recommended to the Government of India to consider the

transfer of these tenements to the occupants on ownership basis by giving them an opportunity to pay for the said tenements in suitable installments as it was found that it was practically impossible to dispossess superannuated workers or workers who had crossed the prescribed income limit and consequently had become ineligible for retention of the tenements in their occupation.

- G. The Government of India after considering the entire problem, permitted the State Governments to transfer the ownership of such tenements on certain conditions laid down by the Government of India in this behalf.
- H. On the basis of the guidelines laid down by the Government of India, the Government of Maharashtra, inter-alia, directed that the buildings built by the Housing Board and other agencies under certain schemes should be offered for sale on "as is and where is condition" to the authorized and unauthorized occupants, whose occupation would be regularized on their paying a penalty, amounting to fifty percent of the cost of the tenements in lump sum, for residential purpose, after the occupants of such tenements formed themselves into a Co-operative Housing Society.
- I. On 8th March, 1982 the allottees of tenements of building No.33, their assignees, transferees, occupants or Tenants, as the case may be incorporated themselves into a Co-operative Housing Society named **NIRMAL PRAGATI** Co-operative Housing Society Ltd., and duly registered the same under the Maharashtra Co-operative Societies Act, 1960 under registration NO.BOM/HSG/7636 dated 22nd days of JUNE, 1981 (hereinafter referred to as "**the Society**").
- J. By an INDENTURE OF LEASE dated 22nd April 1999 duly registered with the Sub-Registrar of Assurances, Kulra-1, Mumbai Suburban Dist. (Bandra) under Serial No. ADJ/1560/98/5254 on 18th November, 1998 between the said Authority and the Society, a lease of the said Land upon which the said Building was standing, was granted in favor of the Society for a period of 99 (ninety nine) years commencing from 1st April, 1980, on the terms and conditions as mentioned therein. A copy of the Indenture of Lease dated 22nd April 1999 is annexed hereto and marked as **ANNEXURE A**.

- K. By a DEED OF SALE also dated 22nd April 1999 duly registered with the Sub-Registrar of Assurances Kulra-1, Mumbai Suburban Dist. (Bandra) under Serial No. ADJ/1560/98/5254 on 18th November, 1998 and executed between the said Authority and the Society, the said Building No. 33 was sold to the Society for a full and final consideration of Rs. 1,62,900/- (Rupees One Lakh Sixty-Two Thousand Nine Hundred only) on the terms and conditions as mentioned therein. A copy of the Deed of Sale dated ADJ/1560/98/5254 is annexed hereto and marked as **ANNEXURE B.**
- L. In pursuance of the above Indenture of Lease dated 22nd April 1999 and Deed of Sale of the same date, the Society became the absolute owner of the said Building and the Lessee of the land underneath and appurtenant to the said Building with full right and absolute authority to deal with and/or otherwise dispose of the said building subject to NOC from the said Authority.
- M. The said Land and the said Building are hereinafter collectively referred to as **“the said Property”**. A copy of the property card of the said land is annexed hereto and marked as **ANNEXURE “C”**
- N. The said Building is more than 30 (thirty) years old/in a dilapidated condition, the Society (along with its members) are, therefore, desirous of redeveloping the said Property by demolishing the said Building standing on the said Land and reconstructing a new building, in place thereof, as per Regulation 33(5) of the Development Control Regulation for Greater Mumbai, (DCR) and the Rules and Regulation framed under the Maharashtra Housing and Area Development Act, 1976 [“MHADA Act”].
- O. Due to paucity of funds and lack of building construction expertise, the Society approached the Developer and offered to grant re-development rights in respect of the said Property belonging to the Society which proposal is accepted by the Developer.
- P. Accordingly the society applied to the Hon’ble Deputy Registrar, and the Hon’ble Deputy Registrar, Co-operative Society, MHADA by its Letter dated 10th February 2022, confirmed the date for the Special General Body Meeting of the Society which was held on 12th March 2022, as per request of the Society and appointed Mr. Promod Kulkarni, Co-operative Officer, Grade-II, as that Authorized Officer



for selection/appointment of the Developer for re-development of the said Property.

- Q. At the Special General Body Meeting held on 12th March 2022, in the presence of the said Authorized Officer out of a total membership of 36 members, 31 members constituting more than the required quorum were present and 27 members present and voting have given consent for the appointment of **M/S. HAWARE SKY LLP** as Developer for the re-development of the said Property. The General Body further resolved to appoint the said Developer herein for the Re-development of the said property. The Minutes of the Special General Body Meeting dated 12th March 2022, is annexed as **ANNEXURE D**.
- R. In pursuance of the Report filed by the Authorized Officer Mr. Promod Kulkarni dated 17th March 2022, the Deputy Registrar, Co-operative Societies, MHADA, by his Letter bearing reference NO Tkk-Ø-mfu@dkse@ch-2@622@2022 fnukad% 17@03@2022 issued under Section 79-A of the Maharashtra Co-operative Societies Act 1960, has communicated his “**NO-OBJECTION**” for appointment of the Developer, for the purposes of Re-development of the said Property belonging to the Society. A copy of the said Letter dated 17th March 2022 is annexed as **ANNEXURE E**.
- S. Accordingly an Agreement for Development dated 20th August 2023, was duly signed and executed by and between the DEVELOPER/PROMOTER herein and the SOCIETY for re-development of the said property as per detailed terms and conditions therein set-out. The said Agreement for Development dated 20th August 2023, was duly registered with the Sub-Registrar at Kurla-I under Serial No. 16699/2023 on 20th August 2023. A copy of the said Agreement for Development dated 20th August 2023 is annexed as **ANNEXURE F**.
- T. **AND WHEREAS** The Promoter has proposed to construct a Residential/ Commercial cum- Residential building initially of Ground plus 16 floors on the said Plot and accordingly submitted all layouts, plans etc., to the Building Permission Cell, Greater Mumbai/MHADA for all approvals in the name of Confirming Party.



- U. **AND WHEREAS** The Executive Engineer (ES), Building Permission Cell by its Letter dated 23rd January 2024 bearing reference No. MH/EE/BP Cell/GM/MHADA-29/1506/2024 approved ZERO FSI INTIMATION OF APPROVAL (**IOA**) for the proposed building to be Constructed as per Plans and Lay-out submitted and further issued Commencement Certificate bearing No. _____ dated _____ up to plinth having height ____ mtr from AGL as per approved IOA plans dated 23/01/2024. Hereto annexed and marked **Annexure - "G" & "H"** is the copy of the IOA dated 23/01/2024 and C.C dated _____, respectively
- V. **AND WHEREAS** The Promoter have appointed **M/S VASTU CREATIONS** as the Architects & Planners of the said project who have drawn the building plans, obtained the C. C. and approvals of plans and shall oversee the construction in accordance with the mandate of the MRTTP Act 1966, Bombay Provincial Municipal Corporation Act and the Development Control Regulations. The Promoter has also appointed M/S PIYUSHKUMAR KESHAVLAL SURA, as Structural Engineer for preparation of structural designs and drawings of the building. The Promoter shall keep engaged the Architect and the Structural Engineer with the project who shall professionally supervise the same till the completion thereof.
- W. **AND WHEREAS** by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;
- X. **AND WHEREAS** promoter has also verified the title of the Plot along with his rights, title and interest under the Registered Development Agreement dated 20th August 2023 by and under its Advocate's Title Certificate dated _____. An authenticated copy of the Title Certificate dated _____ is annexed hereto and marked "**Annexure-"I"**.
- Y. **AND WHEREAS** the REAL ESTATE (REGULATIONS & DEVELOPMENT) ACT 2016 (RERA) 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 Promoter has accordingly registered the said project under provisions of RERA on _____, under Registration No. _____. The copy of the same is annexed and marked as “Annexure J”.

Z. **AND WHEREAS** The Promoter has obtained all the requisite permissions/ approvals from the Town Planning Authority and shall observe/ comply/ conform with the terms, conditions, stipulations and restrictions laid down by the authorities while granting approvals/sanctions/clearances/consents 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.

AA. **AND WHEREAS** on demand from the Purchaser/s the Promoter has offered him/her/ them inspection of all the documents of title adverted to supra relating to the said plot as also that of the plans, design and specifications prepared by Architect including all such other and further documents mandated by the RERA and the Rules and Regulations framed thereunder.

BB. **AND WHEREAS** The Purchaser/s has/have requested the Promoter to sell 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. mtrs on the _____ floor in the new building “HAWARE SKY” (hereinafter referred to as “the said flat”) being constructed on the Project Land as shown in the typical floor plan being “Annexure -K” hereto.

N.B: 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.

CC. **AND WHEREAS** the Purchaser/s has/have agreed to pay Rs. _____/-
(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 RERA and Rules and Regulations framed thereunder. The Purchaser paid Rs. _____/-**(Rupees**

Handwritten signature

_____ **Only**) (being 10% of the total consideration) as advance and the balance amount shall be paid strictly in accordance with the progress.

- DD. **AND WHEREAS** the authenticated copy of the plans and specifications of the flat agreed to be purchased by the Purchaser/s as sanctioned and approved by the Town Planning Authority is annexed hereto and marked as "**Annexure -K**"
- EE. **AND WHEREAS** the Promoter, therefore, in compliance of the mandate of S. 13 of the RERA execute this Agreement evincing the terms and conditions mutually agreed upon by and between the parties hereto where under the Promoter has agreed to sell and the Purchaser/s has/have agreed to purchase the flat and [covered parking] which are set out hereunder.
- FF. **AND WHEREAS** the parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and condition appearing hereinafter.
- GG. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable)

NOW THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

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 has proposed to construct a building of Ground plus 16 upper floor on the said by demolishing the existing building no. 33 and by utilizing the existing FSI, additional FSI and TDR as may be permissible under the Regulation 33(5) and other provisions of the DCR and MHADA guidelines and rules and as per plans and specifications approved and sanctioned by the Municipal Corporation of Greater Mumbai including such

Handwritten signature

additions, modifications, revisions, and alterations, therein if any, from time to time as may be approved by the Municipal Corporation of Greater Mumbai/MHADA/Planning Authorities.

PROVIDED THAT the Promoter shall be entitled to get the Plans modified and obtain Commencement Certificate for the additional floors to be put up beyond the 16 Floor only after obtaining extension of completion date of the project as per Section 7(3) of the Real Estate (Regulations & Development) Act,2016 and once MHADA releases pro-rata FSI The Extension application will be applied if so required in Format B of Circular no 28/2021 for obtaining consents of at least 51% of allottees.

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 Purchasers in accordance with mandate of the RERDA and the Rules and Regulations framed thereunder.

3. **SALE OF APARTMENT:** 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 area only being Flat No. _____ admeasuring _____ Sq. Mtrs. carpet area (hereinafter referred to as "the said flat") located on the _____ Floor of the Project to be known as "HAWARE SKY" being constructed on the said plot as per the Plan annexed hereto and marked Annexure "J" hereto.

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.

The Purchaser/s hereby agree/s to purchase and the Promoter agrees to sell the covered (stilt) Parking No. ____ being constructed as per the approved plans.



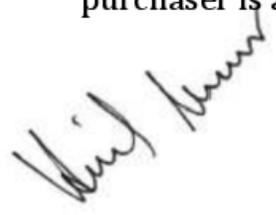
4. **CONSIDERATION:**

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 Rs. _____/-(Rupees _____ Only) In consideration of the Promoter selling the Covered Parking No. _____ the Purchaser/s shall pay to the Promoter _____.

The Purchaser shall pay to the Promoter the aggregate amount of Rs. _____/-(Rupees _____ Only) towards the consideration of the Apartment. 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.

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

The purchaser had paid advance of Rs. _____/-(Rupees _____ Only) (being 10% of the total consideration) out of the total consideration of Rs. _____/-(Rupees _____ Only).The balance payment to be made by the purchaser is as under



i. Amount of Rs. _____/-(Rupees _____Only) (being 20% of the total consideration) to be paid to the Promoter after the execution of Agreement

ii. Amount of Rs. _____/-(Rupees _____Only) (being 15% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs. _____/-(Rupees _____Only) (being 25% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs. _____/-(Rupees _____Only) (being 5% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs. _____/-(Rupees _____Only) (being 5% 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 Apartment.

vi. Amount of Rs. _____/-(Rupees _____Only) (being 5% 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 Apartment is located.

vii. Amount of Rs. _____/-(Rupees _____Only) (being 10% 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 Apartment is located.

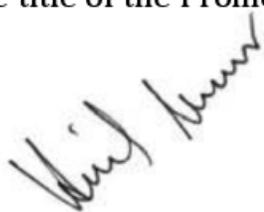
viii. Balance Amount of Rs _____/-(Rupees _____Only) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

Handwritten signature

The Purchaser/s hereby agrees, declares and confirms with the Promoter that the Purchaser/shall comply with the mandate of S. 194-IA of the Income Tax Act, 1961 by deducting TDS, if applicable, and depositing the same with the concerned Authorities under Income Tax Department and the Purchaser/s shall file the necessary return of such TDS with the Income Tax Authorities within the stipulated period and shall also issue the TDS certificate to the 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.

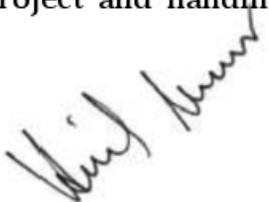
The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority, Local Bodies/Government from time to time. The 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.

6. **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 Advocate, being *Annexure - "I"* hereto. The Purchaser/s has independently of the said certificate made inquiries concerning the title of the Promoter to the said plot 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.

7. **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 per cent. 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 of this Agreement.
8. **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 her payments in any manner.
9. **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.
10. **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 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 herein above ("Payment Plan").

11. **FLOOR SPACE INDEX:** The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ____ Sq. Mtr along with Fungible F.S.I. which yields total BUA of _____ Sq. Mtr square meters as is reflected from the area calculations shown on the amended sanctioned plans worked out for the time being in force .Due to the amendments in the DCR, the Promoter is entitled to pro-rata FSI up to ____ (individual incentive FSI) within the layout. 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 ____ 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 as stated supra shall exclusively belong to the Promoter, which they can utilize by constructing additional building/wing on the said plot. The Purchaser irrevocably grants his consents and undertakes not to raise any objection to the Promoter utilizing the pro-rata and/or any additional F.S.I. on the said plot.
12. **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 Promoter.



13. **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. 12 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 her 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, 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 Ninety days of the termination.

14. **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 "L"*.
15. **TIMELINE FOR DELIVERING POSSESSION:** The Promoter shall deliver possession of the Apartment to the Purchaser/s on or before _____. If the Promoter fails or neglects to give possession of the Apartment to the Purchaser/s on account of reasons beyond her or her 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. 12 herein above from

the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

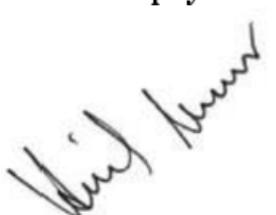
Provided that the Promoter shall be entitled to the extension of time for delivering the possession of Apartment, if the completion of building in which the Apartment is to be situated is delayed on account of -:

1. war, civil commotion or act of God ;
2. any notice, order, rule, notification of the Government and/or other public or competent authority.

16. **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 apartment 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 fulfilment 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 her behalf shall offer the possession to the Purchaser/s in writing within 7 days of receiving the Occupancy Certificate of the Project.

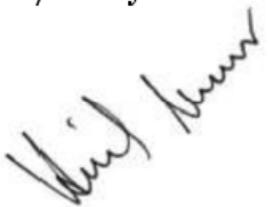
The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy

17. **FAILURE OF PURCHASER/S TO TAKE POSSESSION OF THE APARTMENT:** Upon receiving a written intimation from the Promoter as per Clause 16 , the Purchaser/s shall take possession of the apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the apartment to the Purchaser/s. In case the Purchaser/s fails to take possession within the time provided in Clause 15 such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.



18. **PROMOTER ENTITLED TO GIVE POSSESSION ON OBTAINING PART OCCUPANCY CERTIFICATE:** On obtaining the Part Occupancy Certificate from the concerned authority, the Promoter shall be entitled to hand over possession of the said premises to the Purchaser/s even though permanent electricity and water connections are not connected by the concerned authorities. The Promoter shall not be liable for any loss, damage, injury or delay due to Maharashtra State Electricity Board/or any other supplying company causing delay in sanctioning and supplying electricity or due to the Mumbai Municipal Corporation / Local authority concerned, causing delay in giving/supplying permanent water connection or such other service connections necessary for using/occupying the Premises. On the Promoter offering possession of the said premises to the Purchaser/s, the Purchaser/s shall be liable to bear and pay their proportionate share in the consumption of electricity and water. The Purchaser/s shall pay to the Promoter, within fifteen days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said Building in which the said premises is 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.

19. **DEFECT WARRANTY:** If within a period of Five years from the date of receiving possession of the Apartment, the Purchaser/s brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment 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 her 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. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s and/or any other allottees in the Real Estate Project or acts of third party(ies) or



on account of any force majeure events including on account of any repairs / redecoration /any other work undertaken by the Allottee/s and/or any other allottee/person in the Real Estate Project and/or the Whole Project and/or the Larger Property.

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.

20. **USE OF THE APARTMENT:** The Purchaser/s shall use Apartment or any part thereof or permit the same to be used only for purpose of residence. The Purchaser/s shall use the Covered Parking only for purpose of keeping or parking vehicle.
21. **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.

22. **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 Apartment 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 Apartment) of outgoings in respect of the said plot and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said plot and the building to the Confirming Party. The Purchaser/s undertakes to pay to the Confirming Party provisional monthly contribution of Rs. per month towards the outgoings.
23. **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 proportionate share of taxes and other charges/levies in respect of the Confirming Party.
 - c. Rs. for deposit towards provisional monthly contribution towards outgoings of the Confirming Party.
 - d. Rs..... for deposit towards Water, Electric, and other utility and services connection charges.
24. **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.
25. **CHARGES PAYABLE TO THE MHADA FOR THE GRANT OF NOC ADMISSION OF THE PURCHASER AS MEMBER:** The Purchaser/s' shall pay the charges

Handwritten signature

payable to the MHADA for grant of NOC for admission of the Purchaser/s as the member of the Confirming Party.

26. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Purchaser/s as follows:

The Promoter has clear and marketable title with respect to the said plot as declared in the title report annexed to this agreement and have the requisite rights to carry out redevelopment upon the said plot and also have actual, physical and legal possession of the said plot for carrying out the construction of the new building on the said plot.

The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out redevelopment of the Project and shall obtain requisite approvals from time to time to complete the same;

There are no encumbrances upon the said plot or the building being constructed thereon.

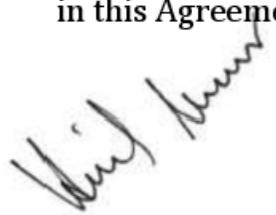
There are no litigations pending before any Court of law with respect to the said plot;

All approvals, licenses and permits issued by the competent authorities with respect to the said plot and the new 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 said plot 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;

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;

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 apartment which will, in any manner, affect the rights of Purchaser/s under this Agreement;

The Promoter confirms that he/she is not restricted in any manner whatsoever from selling the said apartment to the Purchaser/s in the manner contemplated in this Agreement;



On the completion of the construction, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Confirming Party to the Association of the Purchaser/s;

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;

No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said plot and/or the Project except those disclosed in the title report.

The Promoter shall obtain all such insurance as may be notified by the Government of Maharashtra;

Title of land as a part of real estate project.

27. **PURCHASER'S COVENANTS:** The Purchaser/s for himself/ themselves with intention to bring all persons into whatsoever hands the Apartment may come, hereby covenants with the Promoter as follows :
- a. To maintain the Apartment at the Purchaser/s own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - b. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused



to the building in which the Apartment is situated or the Apartment on account of negligence or default of the 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 Apartment and maintain the Apartment 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 Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the 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 Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Paradi or other structural members in the Apartment 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 Apartment 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 Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- g. Pay to the Promoter within fifteen days of demand by the Promoter, the Purchaser/s share of security deposit demanded by the concerned local

Handwritten signature

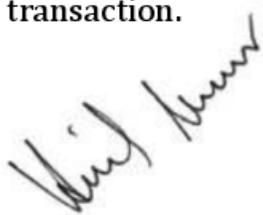
- authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- h. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Purchaser/s for any purposes other than for purpose for which it is sold.
 - i. 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 Apartment until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up.
 - j. The Purchaser/s shall observe and perform all the rules and regulations which the confirming Party may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The 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 Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
 - k. The Purchaser/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
 - l. 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, cess, taxes demands made/raised by the Government, MHADA and/or any other authorities.
28. **SEPARATE BANK ACCOUNTS FOR ADVANCE & DEPOSITS:** The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser/s as advance or deposit, sums received on account of the share capital of the Confirming Party or towards the out goings, legal charges and shall

utilize the amounts only for the purposes for which the same have been received.

29. **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 Plot and building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Confirming Party.
30. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:** The Promoter shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take such apartment.
31. **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.
32. **ENTIRE AGREEMENT:** This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements,

allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment, as the case may be.

33. **RIGHT TO AMEND:** This Agreement may only be amended through written consent of all the Parties.
34. **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 apartment, in case of a transfer, as the said obligations go along with the apartment for all intents and purposes.
35. **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.
36. **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 apartment to the total carpet area of all the apartments in the Project.
37. **FURTHER ASSURANCES:** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.



38. **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 413-416, Vardhaman Market, Sector - 17, 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.
39. **PRESENTATION OF THIS AGREEMENT & CONVEYANCE FOR REGISTRATION:** The Purchaser/s and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease 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.
40. **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:
- M/S. HAWARE SKY LLP**
413-416, Vardhaman Market, Sector 17, Vashi, Navi Mumbai
Notified Email ID: accounts@haware.com
- PURCHASER**
_____.
41. **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.
42. **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.

43. **STAMP DUTY AND REGISTRATION CHARGES:** The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser/s.
44. **DISPUTE RESOLUTION:** Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Authority as per the provisions of the mandate of the RERA and the Rules and Regulations, thereunder.
45. **GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts within whose local limits the property is situated will have the jurisdiction for this Agreement

THE SCHEDULE OF ABOVE REFERRED PLOT

ALL that piece or parcel of land admg., 888.50 sq. mtr bearing Survey No. 67 to 71, C.T.S. No. 826 Pt., 826/210 to 826/221 (pt), at Subhash nagar, Chembur, Mumbai 400 071, together with the building standing thereon being and bounded as below:

ON OR TOWARDS NORTH: Building No 32

ON OR TOWARDS SOUTH: Building No 34

ON OR TOWARDS EAST : 40'00" Wide Road and Bldg No 50

ON OR TOWARDS WEST : Bldg No.15

THE SCHEDULE ABOVE REFERRED APARTMENT

Flat No. ____, on the ____th Floor of the building known as "____", admg approx. _____ Sq. Ft carpet area, Survey No. 67 to 71, C.T.S. No. 826 Pt., 826/210 to 826/221 (pt) at Subhashnagar, Chembur, Mumbai 400074 admeasuring approx. 888.50 Sq Mtr, , Chembur, Mumbai 400 071; along with ____ parking.

Handwritten signature

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seal hereunto at Mumbai on the day and year first hereinabove written.

SIGNED AND DELIVERED BY]
THE WITHIN NAMED PROMOTER]
M/S HAWARE SKY LLP]
through its Designated Partner]
SHRI. ANILKUMAR SINGH]
WITNESSES:
Signature _____]
Name _____]
Signature _____]
Name _____]

SIGNED AND DELIVERED BY]
THE WITHIN NAMED PURCHASER]
_____]
WITNESSES:]
Name _____]
Signature _____]
Name _____]
Signature _____]

SIGNED AND DELIVERED BY THE]
WITHIN NAMED CONFIRMING PARTY]
NIRMAL PRAGATI CO-OPERATIVE]
HOUSING SOCIETY LTD.,]
through its duly authorised]
Managing Committee comprising]
(1) MR. MAHENDRA DATTATRY DHURI]
(Chairman)]

2) MR. DILIP SAKHARAM UTEKAR]
(Secretary)]

3) MRS. SANDESHA S NAIR]
(Treasurer)]

Handwritten signature

RECEIPT

Received from the within named **PURCHASER(S) 1)** _____, & **2)** _____, a sum of Rs. ____/- (Rupees _____ only), being Part payment of Sale Price of Flat No. ____ on the ____ Floor in the Building known as "HAWARE SKY" constructed on Survey No. 67 to 71, C.T.S. No. 826 Pt., 826/210 to 826/221 (pt) at Subhash Nagar, Chembur, Mumbai -400071 admeasuring approx. 888.50 Sq Mtr, , Chembur, Mumbai 400 071.

Sr.No.	Cheque No.	Date	Bank	Amount
1				
2				

WE SAY RECEIVED

RS. _____/-

(A SUM OF RUPEES _____ ONLY)

M/s. _____

Handwritten signature