AGREEMENT FOR SALE

THE RESIDENTIAL APARTMENT NO..... IN "GREEN SQUARE"

Valued at Rs. ...../- (Rupees.....)
(Deed of declaration is registered on 13.05.2016 at serial No.2233/2016, at Sub Registrar Office Amravati-1) Mauje – Mhasla, S. No. 16/5.

This Agreement for Sale is made and executed on this _____ Day of _____ 2017 at ..... BY AND BETWEEN MRS. UJJWALA SATISH HAWARE sole proprietress of **M/S. HAWARE LEGACCY,** having her office at 416, Vardhaman Market, Sector 17, Vashi, Navi Mumbai – 400 705 having PAN NO AAVPH2739Q, hereinafter referred to as "**PROMOTER**" (which expression unless repugnant to the context or meaning thereof, shall always mean and include her heirs executors administrators and assigns) **OF THE FIRST PART ;AND MR./MRS** ..... Indian Inhabitant residing at.....having PAN NO .....**hereinafter referred to as PURCHASER/S** (which expression unless repugnant to the context or meaning thereof, shall always mean and include his/her/their heirs, executor and administrators), **OF THE SECOND PART.**

1. **WHEREAS.**

   A. one Shri. Vivek Gyanchandra Kothari and Smt. Shanta Gyanchandra Kothari were seized and possessed off and well and sufficiently entitled to a piece and parcel of agricultural lands bearing Survey No. 16/5, area 0 H 55 R lying being and situate at at Mauje - Mhasla, Pragane – Nandgaon Peth, Taluka and District Amravati, within the jurisdiction of Sub-Registrar, Amravati and within the limits of Municipal Corporation of Amravati.

   B. The Amravati Municipal Corporation sanctioned the layout vide Case No. AMC/ADTP/Abhi/108/1997, DT. 17.08.1997 and divided the same into plots bearing Plots Numbers and size are as under :-



Sr. No.	Plot No.	Area Sq.Mtr.	Sq.Ft.
1.	2	450	.....
2.	3	504.75	5433.12
3.	4-A	123.75	1332.00
4.	4-B	170.77	1838.16
5.	5-B	123.75	1332.00

More particularly described in the Schedule I hereunder written. Hereto annexed and marked ***Annexure - "I"colly*** are the copies of the Village Form - 2 – The register of Non Agricultural Lands in respect of the said plots.

C. On the application of Shri. Vivek Gyanchand Kothari, the Collector, Amravati by his Order dated the 18th October, 2002 bearing Ref. No.R.C. No. NAP-34/Mhasla-23/2002-03 granted the permission for Non Agricultural land use of the said land bearing Survey No.16/5 admeasuring 5500 sq.mts.

D. Thereafter the Amravati Municipal Corporation granted the development permission in respect of Plot No.2 admeasuring 450 sq.mts. by letter dated the 12th January, 2009.

E. On an application of Shri Vivek Gyanchand Kothari, the said Plot No.2 was subdivided into Plot No.2A admeasuring 253.50 sq.mts. and Plot No.2B admeasuring 196.50 sq.mts.

F. By a Sale Deed dated the 6th April, 2009, the said Shri Vivek Gyanchandra Kothari and Smt. Shanta Gyanchandra Kothari sold and conveyed the said Plot nos. 4A admeasuring 123.75 sq.mts, 4B admeasuring 170.77 sq.mts and 5B admeasuring 123.75 sq.mts to one Shri. Sarosh Daulatkhan Pathan on the terms and conditions more specifically set out in the said Sale Deed dated the 6th April, 2009. The said Sale Deed was executed by Smt. Shanta Gyanchandra Kothari on her behalf and on behalf of Shri Vivek Gyanchandra Kothari as his Constituted Attorney. The said Sale Deed was duly registered with the Sub-Registrar of Assurances, Amravati City-1 under Sr.No. 1207/2009.

G. By another Sale Deed dated the 6th April, 2009, the said Shri Vivek Gyanchandra Kothari and Smt. Shanta Gyanchandra Kothari sold and conveyed the said Plot nos. 3 admeasuring 503.75 to Shri Sarosh Daulatkhan Pathan on the terms and conditions more specifically set out in the said Sale Deed dated the 6th April, 2009. The said Deed was executed by Smt. Shanta Gyanchandra Kothari on her behalf and on behalf of Shri Vivek Gyanchandra Kothari as his Constituted Attorney. The said Sale Deed was duly registered with the Sub-Registrar of Assurances, Amravati city-1 under Sr.No. 1208/2009.

H. By another Sale Deed dated the 6th April, 2009, the said Shri Vivek Gyanchandra Kothari and Smt. Shanta Gyanchandra Kothari sold and conveyed the said Plot nos. 2B admeasuring 196.50 sq.mts to Shri Sarosh Daulatkhan Pathan on the terms and conditions more specifically set out in the said Sale Deed dated the 6th April, 2009. The said Deed was executed by Smt. Shanta Gyanchandra Kothari on her behalf and on behalf of Shri Vivek Gyanchandra Kothari as his Constituted Attorney. The said Sale Deed was duly registered with the Sub-Registrar of Assurances, Amravati city-1 under Sr.No. 1209/2009.

I. By virtue of the Sale Deeds all dated the 6th April, 2009, Shri Sarosh Daulatkhan Pathan became seized and possessed off and well and sufficiently entitled to the Plot Nos. 2B, 3, 4A, 4B, & 5B all lying being and situate at Mauje - Mhasla, Pragane – Nandgaon Peth, Taluka and District Amravati, within the jurisdiction of Sub-Registrar, Amravati and within the limits of Municipal Corporation of Amravati (hereinafter referred to as "the said Plots") the details with the area of the said Plots are set out hereunder:

J. By a Sale Deed 23rd April, 2015, Shri Sarosh Daulatkhan Pathan sold and conveyed the said plots to the Promoter on the terms and conditions more specifically set out in the said Sale Deed dated the 23rd April, 2009. The said Sale Deed was duly registered with the Sub-Registrar of Assurances, Amravati City-2 under Sr. No. 1001/3/2015.

K. By virtue of the Sale Deeds dated the 23rd April, 2015, the Promoter became seized and possessed off and well and sufficiently entitled to the said plots being Plot Nos. 2B, 3, 4A, 4B, & 5B all lying being and situate at Mauje - Mhasla, Pragane - Nandgaon Peth, Taluka and District Amravati, within the jurisdiction of Sub-Registrar, Amravati and within the limits of Municipal Corporation of Amravati.

L. The Promoter thereafter applied to the Collector, Amravati for the permission to amalgamate the said plots which permission was granted by the Collector by his Order dated the 8th February, 2016 bearing Revenue Case No. N.A.P-34/Mhasala-59/2015-16 on terms and conditions more specifically set out in the said Order dated the 8th February, 2016. Hereto annexed and marked as ***Annexure "2"*** is the copy of the Order of the Collector, Amravati granting permission to amalgamate the said plots.

II. AND WHEREAS:

A. One Shri Vijay Udaramji Daterao and Shri Satish Udaramji Daterao were seized and possessed off and well and sufficiently entitled to a piece and parcel of land bearing Survey No. 7/2(part), admeasuring 4800 sq.mts. Mauje-Badnera, Pragane -Badnera, Taluka and District Amravati which land was acquired by Amravati Municipal Corporation, Amravati for Development Plan and D.P. Site Reservation No. 407 (P.G.) and in lieu of the said surrender, the Amravati Municipal Corporation granted Development Right Certificate bearing Certificate No.43 dated the 9th January, 2013 granting the T.D.R. of built up area of 4800 sq.mts. to them. Hereto annexed and marked ***Annexure "3"*** is the copy of TDR Certificate.

B. By a Sale Deed dated the 30th March, 2016, the said Shri Vijay Udaramji Daterao and Shri Satish Udaramji Daterao sold and conveyed to the Promoter the TDR (rights) equivalent to 1394 sq.mtr. (15005 sq.ft.)from out of total rights admeasuring 4800 sq.mtrs. of TDR Certificate issued by Amravati Municipal Corporation vide Folio No. AMC/ADTP/TDR/43/2013, dated 09.01.2013 and Certificate No. 43. The said Sale Deed was duly registered with the Sub-Registrar of Assurances, Amravati City-2 under Sr. No. 725/1-16/2016.

C. By virtue of the said Sale Deed the Promoter became entitled to the TDR of **1394 sq.mts** alongwith the said plots admeasuring **1119.52 sq.mts.**

D. The Promoter being desirous of developing the said plots and constructing thereon residential building appointed Shri Girish Krushnrao Nagpure as the Architect and Shri Pankaj Deshmukh & Associates as the Structural Engineers.

E. The Promoter then got plans of the building drawn by the Project Architect Shri Girish Krushnrao Nagpure who submitted the same for approval along with application for the Development Permission u/s. 44 of the Maharashtra Regional and Town Planning Act, 1966 (MRTP Act) to the Amravati Municipal Corporation

F. The Amravati Municipal Corporation was pleased to approve the plans vide order No. 042 dated 06/04/2016 and granted the development permission for constructing a residential building to be known as **"GREEN SQUARE"** on the said plots including the TDR as acquired supra. Hereto annexed and marked as ***Annexure-"4"*** is the copy of the Order granting the development Permission issued by the Amravati Municipal Corporation.

G. The Promoter has executed the Deed of Declaration alongwith the byelaws of the Association of the Project "GREEN SQUARE" as per the provisions of Maharashtra Apartment Ownership Act 1970.

H. Pursuant to the development permission granted by the Municipal Corporation of Amravati, the Promoter is constructing a residential complex to be known as **"GREEN SQUARE"** as per the plans duly approved by the Amravati Municipal Corporation vide order No. 042 dated 06/04/2016 and as per Deed of Declaration Regd. at Sr. No. 2233/2016 dated 13.05.2016 i.e. as per the provisions of Maharashtra Apartment Ownership Act 1970.

I. As per said sanctioned plan and deed of declaration the said **"Green Square"** consisting of **two residential** family units on ground floor and **six residential** family units on each of first, second, third, fourth, fifth and sixth floor with **common parking** place, i.e. having **total** 38 family units.

III. AND WHEREAS:

A. The **Real Estate (Regulations & Development) Act 2016 (RERDA)** has come into force w.e.f. 1st May 2017, S. 3 whereof requires real estate projects in any planning area to be **compulsorily registered** with the Real Estate Regulatory Authority **within three months** of the date of the commencement thereof. The Promoter is therefore, in the process of collating the required informations/documents and undertakes to comply with the mandate of the 1st Proviso to S. 3 of the RERDA.

B. 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.

C. The authenticated copy of the Title Certificate issued by **M/s. Shirkant M. Khorgade, Advocates** is annexed hereto and marked ***Annexure - "5"***.

EXPLANATION: The tenure of the Project Land is Freehold. On the completion of construction and the formation of the Society/Limited company or any other organization of the Purchasers, the Promoters shall be entitled to convey the project land alongwith the buildings standing thereon as mandated by S. 17 of the RERDA to the Apartment Owners Association as per the Deed of Declaration executed by the Promoter as mandated by S. 11 (4-e) thereof.

D. 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 - "6".***

E. 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 approval/sanction/clearance/consent as adverted to supra during the development/building operations upon the project land and thereupon apply to the Planning Authority for the grant of Occupancy Certificate.

F. The Promoter has accordingly commenced the building operations upon the project land.

IV. AND WHEREAS:

A. The Purchaser/s has/have requested the Promoter and the Promoter has agreed to sell (on the basis of carpet area only) to the Purchaser/s a **Flat bearing No. _____**, admeasuring **_____Sq. Mtr.** Carpet Area located on the**_____ Floor** thereof in the Project to be known as **"GREEN SQUARE"** as shown in the typical floor plan annexed AS Annexure "6" hereto being constructed on the Project Land.

B. The Purchaser/s has/have agreed to pay ` **_____/- (Rupees _____Only)** being the entire consideration of the said flat (on the basis of the carpet area alone) in accordance with the provisions of the RERDA and Rules and Regulations framed thereunder. The Purchaser paid ` _____/- (Rupees _____Only) as advance (being **10%** of the entire consideration) and ` _____/- (Rupees _____Only) upon the execution of this Agreement (being 20% of the entire consideration) and the balance amount shall be paid strictly in accordance with the progress of the construction work as

delineated in ***Schedule annexed hereto and marked Annexure - "7".***

C. 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 Promoters have agreed to sell and the Purchaser/s has/have agreed to purchase the flat and Stilt/covered parking which are set out hereunder.

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

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

2. The Promoter shall under normal conditions construct the building to be known as **"GREEN SQUARE"** consisting of **two residential** family units on ground floor and **six residential** family units on each of first, second, third, fourth, fifth and sixth floor with common parking place, i.e. having total 38 family units on the pieces and parcels of land bearing Plot Nos. 2B, 3, 4A, 4B, & 5B admeasuring **1119.52 sq.mts** with TDR of **1394 sqmts.** all lying being and situate at Mauje - Mhasla, Pragane– Nandgaon Peth, Taluka and District Amravati, within the jurisdiction of Sub-Registrar, Amravati and within the limits of Municipal Corporation of Amravati (the Project land) more particularly described in the Schedule hereunder written, in accordance with the plans and specifications approved and sanctioned by the Planning Authority.

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

the mandate of the RERDA and the Rules and Regulations framed thereunder.

3. **SALE OF FLAT:**

3.1 The Promoter hereby agrees to sell to the Purchaser (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) and the Purchaser hereby agree/s to Purchase from the Promoter (on the basis of carpet area[1] only) a residential/commercial unit being **Flat No. ...admeasuring** carpet area of .... **Sq. Mtrs.** located in on the ....**Floor of** the Project to be known as **"GREEN SQUARE"** being constructed on the said plot (hereinafter referred to as "the **Flat"**) more particularly described in the Schedule II hereunder written as shown on the Floor **Plan** delineated in red ink on the Floor Plan annexed as being ***Annexure - "6"*** hereto.

N.B.: The Purchaser/s hereby agree/s to purchase and the **Promoters** agree to sell the **covered** (stilt) Parking **No.** ..... being constructed as **per approved** layout.

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 lumpsum price of **Rs.** _____/- (Rupees _____ Only).

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

4.3 The Purchaser shall pay to the Promoter the aggregate amount of Rs. _____/- (Rupees _____ Only) towards the consideration of the flat and the Covered Parking in accordance with the Schedule of Payment being Annexure - "7" 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

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

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 strictly adhere to the schedule of payment.

4.4 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 upto the date of the handing over the possession of the flat/covered parking, which the Purchaser/s undertake/s to pay the Promoters apart from the aggregate consideration of the flat/Covered Parking.

4.5 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.

4.6 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 agree 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.

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 M/s. Shrikant M. Khorgade, Advocate, being Annexure "5" hereto. The Purchaser/s has independently of the said certificate made inquiries concerning the title of the Promoter to the said property and the Purchaser/s has/have accepted the same and he/she/they shall not be entitled to raise or administer any requisition or objection in respect of the property or the Promoter's title thereto.

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

7 **AUTHORISATION TO THE PROMOTERS TO ADJUST PAYMENTS TOWARDS DUES:** The Purchaser/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchaser/s undertake/s not to object/demand/direct the Promoter to adjust his payments in any manner.

8 **OBSERVATION OF THE TERMS/CONDITIONS OF THE DEVELOPMENT PERMISSIONS BY THE PROMOTERS:** 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 flat to the Purchaser/s, obtain from the concerned local authority occupancy and/or completion certificate in respect of the said 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 association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause 4.3 herein above ("Payment Plan").

10 **FLOOR SPACE INDEX:** The Promoters hereby declare that the Floor Space Index available as on date in respect of the project land is 1.00, TDR is 0.8 which yields total BUA of **2001.01** square meters as is reflected from the area calculations shown on the sanctioned plans worked out for the time being in force. The Promoters 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 Promoters have disclosed the Floor Space Index of 1.00 with TDR 0.8 as proposed to be utilized by them on the project land based on the DCR for the time being in force. The Purchaser/s has/have agreed to purchase the said flat in the project being carried out as per the FSI Rules in force as of date and any increase in the FSI shall exclusively belong to the Promoters, which they can utilize by constructing additional building/wing on the project land.

11 **INTEREST PAYABLE ON DELAY:** If the 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 payments 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 installments, (Default would mean non payment of the respective installments within seven days of the receipt

of notice of demand from the Promoter by the Purchaser),the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, of his intention to terminate this Agreement setting out therein 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 thirty days of the termination.

13 **FIXTURES & FITTINGS:** The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand to be provided by the Promoter in the said building and the flat as are set out in the Schedule annexed hereto and marked as ***Annexure - "8."***.

14 **TIMELINE FOR DELIVERING POSSESSION:** The Promoter shall deliver possession of the flat to the Purchaser/s on or before **July 2019.** If the Promoter fails or neglects to give possession of the flat to the Purchaser/s on account of reasons beyond their or their agent's control by the aforesaid date, the 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.

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/decree of the Court.

(iv) Non availability of cement, steel and/or any other construction material.

15 **PROCEDURE FOR TAKING POSSESSION:**

15.1 The Promoter, upon obtaining the occupancy certificate from the competent authority and after receipt of all the payments to be made by the Purchaser/s as per the agreement shall offer in writing the possession of the flat to the Purchaser/s in terms of this Agreement which the Purchaser/s shall take within three 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 association of Purchaser/s, 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 of the Project.

15.2 **Failure of Purchaser/s to take Possession of the Flat:** Upon receiving a written intimation from the Promoter as per Clause 15.1, 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 **15.1**, such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

15.3 On obtaining the Occupancy Certificate from the concerned authority, the Promoter shall be entitled to hand over possession of the said premises to the Purchaser/s even though permanent

electricity and water connections are not connected by the concerned authorities. The Promoter shall not be liable for any loss, damage, injury or delay due to Maharashtra State Electricity Board causing delay in sanctioning and supplying electricity or due to the Local authority concerned, causing delay in giving/supplying permanent water connection or such other service connections necessary for using/occupying the Premises. On the Promoter offering possession of the said premises to the Purchaser/s, the Purchaser/s shall be liable to bear and pay their proportionate share in the consumption of electricity and water. The Purchaser/s shall pay to the Promoter, within fifteen days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said Building in which the said premises is situate. The Purchaser/s herein further agree/s, declare/s and undertake/s to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said premises by the Purchaser(s)/ Allottee(s) for any purposes other than for purpose for which it is sold.

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 said 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 Promoters, compensation for such defect in the manner as provided under the Act.

16.1 The aforesaid warranty given by the Promoter is applicable only if after occupying the flat the Purchaser shall maintain the flat in the same condition as it was handed over to him by the promoter. In case the Purchaser makes any changes like shifting of the walls, doors, windows

and their grills, bedrooms, kitchen, bathrooms, balconies, terrace, enclosing balconies, flower bed, extending rooms, changing floorings, plumbing systems, electrical wiring, sanitary systems and fittings, fixing falls ceiling or doing any work affecting and damaging the columns and/or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and/or society or association/company. Further, in the following cases where the Purchaser (i) installs air-conditioners on the external walls haphazardly which may destabilize the structure, (ii) Purchaser and/or its tenants load heavy luggage in the lift, (iii) damage any portion of the neighbor's flat or common 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 the 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 only for purpose of keeping or parking vehicle.

18 **FORMATION OF THE JURISTIC BODY:** The Purchaser/s along with other Purchasers of flat in the building shall join in forming and registering the Apartment Owners Association to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Association and for becoming a member and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the common organization of Purchaser/s. No objection shall be taken by the Purchaser/s if any, changes or modifications are made in the bye-laws as may be required by the Competent Authority.

18.1 The Promoter shall, within three months of registration of the Association cause to be transferred to the Association, all the right, title and the interest of the Promoter in the Project Land on which the building is constructed.

19 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 Apartment) of outgoings in respect of the Project Land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks hill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Apartment Association is formed and the said structure of the building and the Project Land is transferred to it, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser/s further agrees that till the Purchaser/s share is so determined the Purchaser/s shall pay to the Promoter provisional monthly contribution of Rs. ..... per month towards the outgoings. The amounts so paid by the Purchaser/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the Project Land alongwith the building standing thereon is executed in favour of the said Association. On such conveyance being executed, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Association.

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

(i) Rs. ..... for share money, application entrance fee of the Apartment Owners Association of the Purchasers.

(ii) Rs. ..... for proportionate share of taxes and other charges/levies in respect of the Association.

(iv) Rs. .....for deposit towards provisional monthly contribution towards outgoings of Association.

(v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges.

(vi) **LEGAL COST/CHARGES:** The Purchaser/s shall pay to the Promoter a sum of Rs. ..... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the Apartment Association and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.

21 **STAMP DUTY & REGISTRATION CHARGES OF CONVEYANCE:** At the time of registration of conveyance of the structure of the building and the Project Land, the Purchaser/s shall pay to the Promoters, the Purchaser/s' share of stamp duty and registration charges payable, by the said Association on such conveyance or any document or instrument of transfer in respect of the structure of the said Building & the Project Land.

22 **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:** 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 have the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

b. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

c. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

d. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

e. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building/wing and common areas;

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 Project Land, including the Project 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. **At the time of execution of the conveyance deed of the structure to** the association of Purchaser/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser/s;

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 said property) has been received or served upon the Promoter in respect of the Project Land and/or the Project except those disclosed in the title report.

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

i. 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.

ii. Not to store in the flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the flat is situated, including entrances of the building in which the flat is situated and in case any damage is caused to the building in which the flat is situated or the flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said flat and maintain the flat in the same condition, state and order in which it was delivered by the 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.

iv. Not to demolish or cause to be demolished the flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the flat is situated and shall keep the portion, sewers, drains and pipes in the flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the flat without the prior written permission of the Promoter and/or the Association.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the project land and the building in which the flat is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the flat is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the flat by the Purchaser/s for any purposes other than for purpose for which it is sold.

ix. The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the flat until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up.

x. The Purchaser/s shall observe and perform all the rules and regulations which the Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Association 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.

xi. Till a conveyance of the Project Land and structure of the building in which flat is situated is executed in favour of the Association, the Purchaser/s shall permit the Promoter and her 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.

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

25 **NOT A DEMISE:** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said 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, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the Project Land and structure of the building is transferred to the Association of the Purchasers as hereinbefore mentioned.

26 **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Promoter executes this Agreement he shall not mortgage or create a charge on the flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take the said flat.

27 **BINDING EFFECT:** Forwarding this Agreement to the Purchaser/s by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Purchaser/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the

Promoter, then the Promoter shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

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

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

30 **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 Purchasers of the flat, in case of a transfer, as the said obligations go along with the flat for all intents and purposes.

31 **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.

32 **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.

33 **FURTHERR ASSURANCES:** Both Parties agree that they shall execute, acknowledge and deliver 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.

34 **PLACE OF EXECUTION:** The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory and the Purchaser/s at the Promoter's office at 413, 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.

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

36 **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:

_____ Name of Purchaser/s

_____ (Purchaser/s' Address)

Notified Email ID:_____

MRS. UJJWALA SATISH HAWARE - Promoters name

Sole proprietress of **M/S. HAWARE LEGACCY**

416, Vardhaman Market, Sector 17, -(Promoter's Address)

Vashi, Navi Mumbai – 400 705

Notified Email ID: _____

37 **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.

38 **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.

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

40 **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 RERDA and the Rules and Regulations, thereunder.

41 **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.



Mouje - Mhasla, Pragane – Nandgaon Peth, Tal. & Dist. Amravati, within the jurisdiction of Sub-Registrar, Amravati and within the limits of Municipal Corporation of Amravati, Field Survey No. 16/5, area 0 H 55 R land converted into non-agriculture vide order passed by Collector Amravati on dt. 18.10.2002 vide R.C. No. NAP-34/Mhasla-23/2002-03 and Municipal Corporation sanctioned vide Case No. AMC/ADTP/Abhi/108/1997, DT. 17.08.1997 out of this layout bearing Plots Numbers and size are as under :-

Sr. No.	Plot No.	Area Sq.Mtr.	Sq.Ft.
1.	2-B	196.50	2115.00
2.	3	504.75	5433.12
3.	4-A	123.75	1332.00
4.	4-B	170.77	1838.16
5.	5-B	123.75	1332.00
	Total – 5 Plots	**1119.52**	**12050.28**

AMEY CO HAVVIE'S GREEN SQUARE

And it's commonly bounded as follows:-

EAST : Portion of Survey No. 16/5,

WEST : Plot No. 5-A, 2-A,

NORTH : Layout Road,

SOUTH : Amravati to Mardi Road."

[Referred to as the 'Project land' in the Agreement for sale]

SCHEDULE "II"

A premises from the **"Green Square"** Apartment constructed on the said property, bearing **Flat No.....** situated at .....Floor, the main Door of the Apartment has access to the staircase which is having total carpet area of .....sq.mtr. Proportionate undivided in land consisting of One Hall, Two Bed Rooms, Kitchen, One common toilet and One attach Toilet which is Bounded as under:-

Towards East :

Towards West :

Towards North :

Towards South :

IN WITNESS WHEREOF, the parties above named in presence of two witnesses have hereto set their hands on _____ day of _____ 2017.

SIGNED SEALED & DELIVERED BY)
WITHINNAMED PROMOTOR)
M/S. HAWARE LEGACCY)
Through its Proprietress)
MRS.UJJWALA SATISH HAWARE)
In the presence of)

1.
2.

SIGNED SEALED AND DELIVERED BY)
thewithinnamed "**PURCHASER/S**")
MR./MRS.....)
In the presence of)
1.)
2.)

VRAVATI HAWARE'S GREEN SQUARE

RECEIPT

RECEIVED of and from the withinnamed Purchaser/s MR./MRS-

_____the sum of

Rs. _____/ (Rupees_____)

being the part payment of the total consideration of Rs. _____/

(Rupees_____)agreed to be paid to us

for sale of the said flat Premises.

WE SAY RECEIVED RS. ...../-

For & on behalf of
M/S. HAWARE LEGACCY

MRS. UJJWALA SATISH HAWARE



Annexure - "7"

SCHEDULE OF PAYMENT

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

i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoters on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoters on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoters on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and

environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

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

ANNEXURE "0"

1. Structure Foundation : Box Footing on Hard Strata
   Super Structure: R.C.C. Framed structure
   Floor & Roof: R.C.C. Slab
   Wall: Light Weight Block.
2. Finishing Walls: External sand face plaster & Internal sand face plaster with putty finishing.
   Ceiling : Sand finished with putty finishing.
3. Powder coating aluminum sliding window.
4. Door: (a) All the door frames shall of Wooden. Front door frame of Teak wood (b) internal shutters shall be of laminated doors, and W.C. / Bath of U.P.V.C.
5. Flooring: Vitrified tiles 2' x 2' Baths & W.C. full height dado.
6. Kitchen Otta: in Green Marble with Stainless still sink and full dado ceramic tiles.
7. Toilet Fitting: Sanitary wares of reputed company.
8. Electrification:Concealed electrification will be provided with appropriate points with modular switches.
9. Water Supply: M.J.P. (AMC)
10. Others Specifications: As per deed of declaration.

AMBAVATI-HAWARE'S SQUARE

(to be registered under RERA)

To

.....

.....

.....

.....

.....

.....

Sub: Allotment of the Flat No. .....in ____ Wing in the residential building in the Project "GREEN SQUARE" being constructed on pieces and parcels of lands bearing Plot No. 2B containing by admeasurement an area of 196.50 sq.mts, Plot No. 3 containing by admeasurement an area of 504.75 sq.mts, Plot No. 4A containing by admeasurement an area of 123.75 sq.mts, Plot No. 4B containing by admeasurement an area of 170.77 sq.mts, & Plot No. 5B containing by admeasurement an area of 123.75 sq.mts containing by total admeasurement an area of 1119.52 sq.mts. all lying being and situate at Mauje - Mhasla, Pragane – Nandgaon Peth, Taluka and District Amravati and delivery of duly executed Agreement For Sale for the payment of stamp duty and lodging of registration thereof.

Dear Sir/Madam,

This is to place on record that you have approached us to purchase a flat in the Wing No..... of our project christened as "**GREEN SQUARE**" being constructed on the pieces and parcels of lands as stated supra lying being and situate at **Mauje - Mhasla, Pragane – Nandgaon Peth. Taluka and District Amravati** (hereinafter called as 'the Project'). After confabulations, deliberations and negotiations, you agreed to acquire a Flat bearing No. ..... on .....Floor in.....Wing (the said flat) in the project for a lump-sum consideration of **Rs.....**/- (**Rupees .....only**). The price of the flat has been reckoned on the basis of the carpet area only which is ..... **square mtrs.** The Schedule of the payment is set out in the Agreement For Sale adverted to in the succeeding para

1. You have thus agreed to purchase and acquire and we have agreed to sell the said flat on the terms and conditions more particularly set out in the Agreement for Sale which we have executed with you and handed over the same to you for the payment of Stamp Duty and lodging the same for registration. A copy of the said Agreement is annexed hereto and marked ***"Annexure-I"*** for the purpose of record.

2. This is to further place on record that you have gone through the accompanying Agreement and acquainted yourself with our title to the land. You have also taken inspections of the documents, title deeds, approved plans, C.C. etc. which are specifically recited in the Agreement for Sale being **Annexure "I"** hereto. You have thus agreed to purchase the said flat on being fully satisfied with our title.

3. You are therefore requested to pay the Stamp Duty and lodge the original Agreement for Sale for registration. On getting intimation of the lodging of the said agreement with the Sub-Registrar's Office, we will duly admit the execution thereof.

4. Please be informed that the payment of the installments of the agreed consideration strictly in accordance with the Schedule of Payment set out in the Agreement for Sale is the essence of the contract and any default by you in paying the installments as per the time-line shall be at the pain of the cancellation/revocation of the concluded agreement.

Yours faithfully,
for M/S. HAWARE LEGACCY,

I/We Confirm and Accepted

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



VERIFIED AS Initial WORK Hawale Version Protocol Format RERA doc