GOVERNMENT VALUE - RS. _____

CONSIDERATION AMOUNT - RS. _____

STAMP DUTY AMOUNT - RS. _____

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Shahapur on this _____day of _____2018.

BETWEEN

M/S.DAMJI HARI INFRASTRUCTURE PVT LTD, a private limited company duly registered under the provisions of the Indian Company Act, 2013, having its office at Unit 423, 4th Floor, " The Summit Business Bay", Behind Gurunanak Petrol Pump, Opp. Cinemax Prakashwadi, Andheri (East), Mumbai- 400093 ,hereinafter called **"THE BUILDERS / DEVELOPERS"**(Which expression shall unless it be repugnant to the context or meaning thereof, mean and include all the Directors or the Directors for the time being constituting the said Company, their survivors and their respective heirs, executors and administrators) **PARTY OF THE FIRST PART;**

AND

Shree/Smt:_____
_____
_____
_____

Residing/Address:_____
_____
_____
_____

Hereinafter called the **"THE PURCHASER/S"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include incase of individuals his/her/their heirs, executors, administrators, permitted assigns, In case of Company its successors and permitted assigns and its partner/s or survivor/s and heir executors, administrators and permitted assigns of last such survivor) **PARTY OF THE SECOND PART.**

A. WHEREAS By Virtue of an Agreement for Development dated 24/09/2015 duly Registered with Sub Registrar of Assurances at Shahapur under Registration Serial No. SHP-4537-2015 (hereinafter for the sake of brevity referred to as the **"Said Development Agreement"**) for the consideration and upon the terms and conditions mentioned therein made **BY & BETWEEN Shree Haresh Ramchand Sobhani** as the Owners of the Original Layout Plot of land bearing Survey No. 38, Hissa No. 1 & 3 having Plot No.1 of Survey No.38/B (Mutated at Mutation Entry No. 3582 and Subsequently Mutation Entry No. 4441), (hereinafter for the sake of brevity referred to as the **"Said Property under Present Development"**) along with another Plot No. 5 of Survey No.38/B (Mutated at Mutation Entry No. 3582 and Subsequently Mutation Entry No. 4441) (cfc), admeasuring 1110.00 Sq.mtrs.

B. AND WHEREAS the Development on this Plot No. 5 (cfc) is a future projection by the Developers, hence in spite of Plot No. 5 being an integral part of this common Development Agreement shall not be considered as part of these presents, (hereinafter for the sake of brevity referred to as the **"Said Property under Future Development"**) situate & lying and being at Village-Asangaon,Taluka-Shahapur, District-Thane, within the limits of Gram Panchayat Asangaon, Sub-Registration of Taluka Shahapur and Registration of District and Division Thane and totally admeasuring 8926.00 Sq.mtrs, or thereabouts as shown thereinafter for the sake of brevity referred to as the "Said Land"

C. AND WHEREAS **M/S Damji Hari Infrastructure Pvt Ltd** through its Directors Shree Mahadev Damji Patel and Shree Paresh Dhanji Bhanushali (**the party of the FIRST PART Builders /Developers herein)**have also been granted an Irrevocable Power of Attorney executed on the same day i.e. 24/09/2015 at registration serial No. SHP-4538-2015 **authorizing** them to do all acts AND things in relation to the applications for permissions from all respective competent authorities for Development& Construction on the said Land etc., and also sell their share of areas to prospective purchasers &to execute these Presents.

D. AND WHEREAS In pursuance of the said Development Agreement, the Builders / Developers are also responsible to construct and handover Landowners portion of Residential & Commercial spaces /areas (free of cost, towards compensation)as mentioned in their Development Agreement, and also construct as per the sanctioned approvals of the Town planning department Thane and final approvals given by Collector, as well as a way access given to only one villager Chande family from whom this land was purchased to access their Agriculture land behind having Survey no.207. The access granted to Chande family shall be binding on all concerned parties who acquire their rights through the Builders herein.

E. AND WHEREAS The Land owner Shree Haresh Ramchand Sobhani is free and at liberty to sell, allocate, allot, lease or otherwise deal with their portion of spaces / areas in the form of Flats / Shops/Offices and also open and stilt Car parking spaces in the said new Buildings (hereinafter referred to as the "the Land owners Portion more clearly described in their Supplement of Development Agreement) at its absolute discretion and Retain / hold / encash /appropriate the proceeds thereof to himself. The Builders / Developers shall

not interfere in the sale transaction. The Builders shall finally admit those prospective purchasers to the society so formed by them.

F. AND WHEREAS Subsequently a Supplementary Agreement dated 27th July 2017 was executed between Shri Haresh Ramchand Sobhani and Developers herein and registered before concerned Sub-Registrar of Registration bearing registration serial no. SHP-5758-2017 wherein areas set out in the earlier Development Agreement were bifurcated between Owners having share of 40% and Developers having share of 60% with detailed bifurcation of building and carpet area between Owners and Developers, as detailed therein.

G. AND WHEREAS In pursuance of the said Development Agreement, the Builders / Developers have applied to various Authorities for development of the "Said Land" and requisite permissions have been granted from respective authorities and the Copies of the following documents are annexed hereto.

(i) Town Planning Thane Sr.No.1564 dt. 31/08/2016 for residential and commercial development.
(ii) PIPELINES/MMBPL/NOC-339 dt. 15/04/2016 from Bharat Petroleum Corporation Ltd.
(iii) NHAI/PIU/NSK/NOC/VG/2016/1428 dt. 24/05/2016 from Mumbai Nashik National Highway III.
(iv) NOC from Gram Panchayat dt. 28/02/2016 outward Sr. No. 67/04.
(v) Final permissions being granted by the Collector of Thane for Non-Agriculture use of Land vide order REV/DESK-I/T-11/NAP/SR- 162/15 dt. 07/01/2017.
(vi) Copy of Title Certificate issued by Advocate Shri Suraj L Jain dated 1st June,2016
(vii) List of Amenities to be provided by the Builders / Developers which has been agreed to be purchased by the Purchasers.

H. AND WHEREAS the BUILDERs are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove.

I. AND WHEREAS the BUILDER is in possession of the project land.

J. AND WHEREAS the BUILDER has proposed to construct on the project land 3 TYPES OF BUIILDING where Building Type 1 shall have total carpet saleable area as 2744.30 sq. mtr; Building Type 2 shall have total

carpet saleable area as 2629.55 sq. mtr.; Building Type 3 shall have total carpet saleable area as 2629.55 sq. mtr. Out of these three building types, Owners share shall be 40% i.e. 3201.40 sq.mtrs. and Developers share shall be 60% i.e. 4802.00 sq.mtrs. The Type 1 Building shall have total **1** floor, **1** basement, **0** podium / **1** stilt **1** upper floor. The Type 2 Building shall have total **7** floors, **0**basement, **0** podium / **1** stilt and **7** upper floors. The Type 3 Building shall have total **7** floors, **0**basement, **0** podium / **1** stilt and **7** upper floors.

K. AND WHEREAS the PURCHASER is offered an Apartment bearing number _____ on the _____ floor, (herein after referred to as the said "Apartment") in the **PENTA** _____ wing of the Building called **"PENTAGON ENCLAVE"** (herein after referred to as the said "Building") being constructed in the phase of the said project, by the BUILDER.

L. AND WHEREAS, the BUILDER has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; AND

M. AND WHEREAS the BUILDER has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at **ASANGAON** no **P51700010181**; authenticated copy is attached in Annexure 'F';

N. AND WHEREAS, the BUILDER has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the BUILDER accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

O. AND WHEREAS by virtue of the Development Agreement / Power of Attorney the BUILDER has sole and exclusive right to sell the Apartments in the said buildings, as more particularly specified in the Supplementary Agreement dated 27-07-2017 under registration no. SHP-5758-2017, to be constructed by the BUILDER on the project land and to enter into Agreement/s with the PURCHASER(s)/s of the Apartments and to receive the sale consideration in respect thereof.

P. AND WHEREAS, on demand from the PURCHASER, the BUILDER has given inspection to the PURCHASER of all the documents of title relating to the project land and the plans, designs and specifications prepared by the BUILDER's Architects Messrs R.R. Consulting Engineers and of such other

documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

Q. AND WHEREAS, the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the BUILDER, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the BUILDER to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

R. AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

S. AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the BUILDER and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2.

T. AND WHEREAS, the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the PURCHASER, as sanctioned and approved by the local authority have been annexed and marked as Annexure D.

U. AND WHEREAS, the BUILDER has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

V. AND WHEREAS, while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the BUILDER while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

W. AND WHEREAS, the BUILDER has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

X. AND WHEREAS, the PURCHASER has applied to the BUILDER for allotment of an Apartment No._____ on _____floor in Type _____ in Building **PENTA** _____ being constructed on the said Project Land.

Y. AND WHEREAS, the carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the PURCHASER or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the PURCHASER, but includes the area covered by the internal partition walls of the apartment.

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

AA. AND WHEREAS, prior to the execution of these presents the PURCHASER has paid to the BUILDER a sum of Rs._____/- (Rupees_____ _____ only), being part payment of the sale consideration of the Apartment agreed to be sold by the BUILDER to the PURCHASER as advance payment or Application Fee (the payment and receipt whereof the BUILDER both hereby admit and acknowledge) and the PURCHASER has agreed to pay to the BUILDER the balance of the sale consideration in the manner hereinafter appearing.

BB. AND WHEREAS, the BUILDER has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at **ASANGAON** no.**P51700010181.**

CC. AND WHEREAS, under section 13 of the said Act the BUILDER is required to execute a written Agreement for sale of said Apartment with the PURCHASER, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

DD. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the BUILDER hereby agrees to sell and the PURCHASER hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable).

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

1. The BUILDER shall construct the said building/s consisting of Type 1, Type 2 and Type 3 buildings, stilt, and seven upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the BUILDER shall have to obtain prior consent in writing of the PURCHASER in respect of variations or modifications which may adversely affect the Apartment of the PURCHASER except any alteration or addition required by any Government authorities or due to change in law.

1 (a).

(i) The PURCHASER hereby agrees to purchase from the BUILDER and the BUILDER hereby agrees to sell to the PURCHASER Apartment No. _____ of the Type _____ of Carpet Area admeasuring _____ sq. metres on _____ floor in the Building **PENTA** _____ /wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure C-1 and C-2 for the consideration of Rs._____/- including being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(ii) The PURCHASER hereby agrees to purchase from the BUILDER and the BUILDER hereby agrees to sell to the PURCHASER Covered/Open parking spaces bearing No. _____ situated at **PENTA** ____ stilt being constructed in the layout for the consideration of Rs._____/-.

1(b) The total aggregate consideration amount for the apartment including Open/Covered parking spaces is thus Rs._____/-.

1(c) The PURCHASER has paid on or before execution of this agreement a sum of Rs._____/(Rupees_____
_____
____only) as advance payment or application fee and hereby agrees to pay to that BUILDER the balance amount of Rs._____/-(Rupees _____
_____ only) in the following manner :

1.	10% On or booking / Token.	
2.	5% On commencement of work .	
3.	10 % On or before Completion of Plinth.	
4.	10 % On or before Completion of 1st Slab.	
5.	10 % On or before Completion of 2nd Slab.	
6.	7 % On or before Completion of 3rd Slab.	
7.	7 % On or before Completion of 4th Slab.	
8.	3 % On or before Completion of 5th Slab.	
9.	3 % On or before Completion of 6th Slab.	
10.	3 % On or before Completion of 7th Slab.	
11.	2 % On or before Completion of 8th Slab.	
12.	3%On or before Completion Brick work/Door/Window.	
13.	2%On or before Completion Internal plaster/Flooring.	
14.	3%On or before Completion Terrace with water proofing.	
15.	2%On or before Completion External plumbing and external plaster.	
16.	3%On or before Completion Staircase / Lift well / Lobby.	
17.	2% On or before Completion Sanitary fittings.	
18.	4%On or before Completion Lifts/Water pump/Electrical fitting.	
19.	2%On or before Completion Electrical/ Mechanical/ Environment related.	
20.	2%On or before Completion Entrance lobby/Paver block/plinth protection.	
21.	2%On or before Completion Other work as per sale agreement.	
22.	5%On or before Completion On Possession.	

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the BUILDER by way of GST, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the BUILDER) up to the date of handing over the possession of the [Apartment/Plot].

1(e) 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 BUILDER 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 BUILDER 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.

1(f) The BUILDER may allow, in its sole discretion, a rebate for early payments of equal installments payable by the PURCHASER by discounting such early payments @ **NIL%** per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an PURCHASER by the BUILDER.

1(g) The BUILDER shall confirm the final carpet area that has been allotted to the PURCHASER 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 BUILDER. If there is any reduction in the carpet area within the defined limit then BUILDER shall refund the excess money paid by PURCHASER 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. If there is any increase in the carpet area allotted to PURCHASER, the BUILDER shall demand additional amount from the PURCHASER as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The PURCHASER authorizes the BUILDER 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 BUILDER may in its sole discretion deem fit and the PURCHASER undertakes not to object/demand/direct the BUILDER to adjust his payments in any manner.

Note: Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.

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

2.2 Time is essence for the BUILDER as well as the PURCHASER. The BUILDER shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the PURCHASER 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 shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the BUILDER as provided in clause 1 (c) herein above. ("Payment Plan").

3. The BUILDER hereby declares that the Floor Space Index available as on date in respect of the project land is **10360.00** square meters only and BUILDER has planned to utilize Floor Space Index of **10360.00** square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The BUILDER has disclosed the Floor Space Index of **10340.70** square meters as proposed to be utilized by him on the project land in the said Project and PURCHASER has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the BUILDER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to BUILDER only.

4.1 If the BUILDER fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the PURCHASER, the BUILDER agrees to pay to the PURCHASER, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the PURCHASER, for every month of delay, till the handing over of the possession. The PURCHASER agrees to pay to the BUILDER, interest as specified in the Rule, on all the delayed payment which become due and payable by the PURCHASER to the BUILDER under the terms of this Agreement from the date the said amount is payable by the PURCHASER(s) to the BUILDER.

4.2 Without prejudice to the right of BUILDER to charge interest in terms of sub clause 4.1 above, on the PURCHASER committing default in payment on due date of any amount due and payable by the PURCHASER to the BUILDER under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the PURCHASER committing three defaults of payment of installments, the BUILDER shall at his own option, may terminate this Agreement:

Provided that, BUILDER shall give notice of fifteen days in writing to the PURCHASER, by Registered Post AD at the address provided by the PURCHASER and mail at the e-mail address provided by the PURCHASER, 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 fails to rectify the breach or breaches mentioned by the BUILDER within the period of notice then at the end of such notice period, BUILDER shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the BUILDER shall refund to the PURCHASER (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to BUILDER) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the PURCHASER to the BUILDER.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the BUILDER in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

6. The BUILDER shall give possession of the Apartment to the PURCHASER on or before **31st**day of **December 2019**. If the BUILDER fails or neglects to give possession of the Apartment to the PURCHASER on account of reasons beyond his control and of his agents by the aforesaid date then the BUILDER shall be liable on demand to refund to the PURCHASER the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the BUILDER received the sum till the date the amounts and interest thereon is repaid.

Provided that the BUILDER shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of

(i) war, civil commotion or act of God ;
(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 **Procedure for taking possession** - The BUILDER, upon obtaining the occupancy certificate from the competent authority and the payment made by the PURCHASER as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the PURCHASER in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the BUILDER shall give possession of the [Apartment/Plot] to the PURCHASER. The BUILDER agrees and undertakes to indemnify the PURCHASER in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the BUILDER. The PURCHASER agree(s) to pay the maintenance charges as determined by the BUILDER or association of PURCHASERs, as the case may be. The BUILDER on its behalf shall offer the possession to the PURCHASER in writing within 7 days of receiving the occupancy certificate of the Project.

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

7.3 **Failure of PURCHASER to take Possession of [Apartment/Plot]:** Upon receiving a written intimation from the BUILDER as per clause 8.1, the PURCHASER shall take possession of the [Apartment/Plot] from the BUILDER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the BUILDER shall give possession of the [Apartment/Plot] to the PURCHASER. In case the PURCHASER fails to take possession within the time provided in clause 8.1 such PURCHASER shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Apartment to the PURCHASER, the PURCHASER brings to the notice of the BUILDER any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the BUILDER at his own cost and in case it is not possible to rectify such defects, then the PURCHASER shall be entitled to receive from the BUILDER, compensation for such defect in the manner as provided under the Act.

8. The PURCHASER shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The PURCHASER along with other PURCHASER(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the BUILDER 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 Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the BUILDER within seven days of the same being forwarded by the BUILDER to the PURCHASER, so as to enable the BUILDER to register the common organisation of PURCHASER. No objection shall be taken by the PURCHASER if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The BUILDER shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/BUILDER and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The BUILDER shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the BUILDER and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the BUILDER to the PURCHASER that the Apartment is ready for use and occupancy, the PURCHASER 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 bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the PURCHASER shall pay to the BUILDER such proportionate share of outgoings as may be determined. The PURCHASER further agrees that till the PURCHASER's share is so determined the PURCHASER shall pay to the BUILDER provisional monthly contribution of Rs. _____/- per month towards the outgoings. The amounts so paid by the PURCHASER to the BUILDER shall not carry any interest and remain with the BUILDER until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the BUILDER to the Society or the Limited Company, as the case may be.

10. The PURCHASER shall on or before delivery of possession of the said premises keep deposited with the BUILDER, the following amounts:

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

(ii) Rs._____ for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs._____ for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.

(iv) Rs._____ for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

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

(vi) Rs._____ For Deposit towards Water and other utility and services connection charges.

(vi)Rs. _____ for deposits of electrical receiving and Sub Station provided in Layout.

(viii) Rs. _____ for deposits of Development Charges.

(ix) Rs. _____ for deposits of Clubhouse Charges.

11. The PURCHASER shall pay to the BUILDER a sum of Rs._____for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at Law/Advocates of the BUILDER in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the PURCHASER shall pay to the BUILDER, the PURCHASER's share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the PURCHASER shall pay to the BUILDER, the PURCHASER's share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favor of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE BUILDER

The BUILDER hereby represents and warrants to the PURCHASER as follows:

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

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

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

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

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the BUILDER 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;

vi. The BUILDER 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 created herein, may prejudicially be affected;

vii. The BUILDER has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or

party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of PURCHASER under this Agreement;

viii. The BUILDER confirms that the BUILDER is not restricted in any manner whatsoever from selling the said [Apartment/Plot]to the PURCHASER in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of PURCHASERs the BUILDER shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the PURCHASERs;

x. The BUILDER has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

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

i. 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.

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

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the BUILDER to the PURCHASER 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 committing any act in contravention of the above provision, the PURCHASER shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

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

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

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

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

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

ix. The PURCHASER 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 to the BUILDER under this Agreement are fully paid up.

x. The PURCHASER shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the 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 shall also observe and

perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favor of Society/Limited Society, the PURCHASER shall permit the BUILDER and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favor of Apex Body or Federation, the PURCHASER shall permit the BUILDER and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The BUILDER shall maintain a separate account in respect of sums received by the BUILDER from the PURCHASER as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The PURCHASER 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 BUILDER until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. **BUILDER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the BUILDER executes this Agreement he 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 who has taken or agreed to take such [Apartment/plot].

18. **BINDING EFFECT**

Forwarding this Agreement to the PURCHASER by the BUILDER does not create a binding obligation on the part of the BUILDER or the PURCHASER until, firstly, the PURCHASER 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 and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the BUILDER. If the PURCHASER(s) fails to execute and deliver to the BUILDER this Agreement

within 30 (thirty) days from the date of its receipt by the PURCHASER and/or appear before the Sub-Registrar for its registration as and when intimated by the BUILDER, then the BUILDER shall serve a notice to the PURCHASER for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the PURCHASER, application of the PURCHASER shall be treated as cancelled and all sums deposited by the PURCHASER in connection therewith including the booking amount shall be returned to the PURCHASER without any interest or compensation whatsoever.

19. **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/plot/building, as the case may be.

20. **RIGHT TO AMEND**

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

21. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER /SUBSEQUENT PURCHASERS**

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

22. **SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

23. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

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

24. **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 orderto 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.

25. **PLACE OF EXECUTION**

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

26. The PURCHASER and/or BUILDER 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 BUILDER will attend such office and admit execution thereof.

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

(1) **Name of PURCHASER**:

_____
_____
_____

PURCHASER's Address:

_____
_____
_____

Notified Email ID: _____

(2) **M/s BUILDER Name**: M/s. DAMJI HARI INFRASTRUCTURE PVT LTD

BUILDER Address: Unit 423, 4th Floor, " The Summit Business Bay", Behind Gurunanak Petrol Pump, Opp. Cinemax Prakashwadi, Andheri (East), Mumbai-400093.

Notified Email ID: info@dhinfra.in

It shall be the duty of the PURCHASER and the BUILDER 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 BUILDER or the PURCHASER, as the case may be.

28. **JOINT PURCHASERS**

That in case there are Joint PURCHASERs all communications shall be sent by the BUILDER to the PURCHASER 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 PURCHASERs.

29. **STAMP DUTY AND REGISTRATION**

The charges towards stamp duty and Registration of this Agreement shall be borne by the PURCHASER.

30. **DISPUTE RESOLUTION**

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

31. **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 will have the jurisdiction for this Agreement.

32. **INVESTMENT**

The PURCHASER has invested in the project of the Developer with an intention to sell the unit once the price thereof has escalated irrespective of the stage of construction. In view of article 5(g-a)(ii) of Schedule 1 of the Bombay Stamp Act, 1958 the stamp duty chargeable for the unit acquired under this Agreement shall be adjusted against the duty chargeable under article 25 (conveyance) after keeping the balance as provided in law applicable on date of transfer, if such transfer or assignment is made within period prescribed in law from the date of the Agreement.

33. **FORCE MAJEURE:**

The construction of the entire project shall be subjected to Force Majeure clause. The PURCHASER exempts the BUILDER from fulfilling their contractual obligations for causes that could not be anticipated and/or are beyond the control of BUILDER.The BUILDER declares that possession of the said premises shall be delivered to the PURCHASER after the completion of the project. The BUILDER shall give the possession on payment of entire consideration. It is specifically agreed that the BUILDER shall not incur any liability if they are unable to deliver possession of the premises by the date aforesaid, if the completion of the

building is delayed by reason of non-availability of steel or cement or such other building materials or by reasons of war, civil commotion or any Act of God or if non-delivery of possession is a result of any notice, order, rules, notification of the Government, Court of Law, and/or other public authority or non-availability of water and/or electric connection of dues to the BUILDER or for any reasons unforeseen or beyond the control of the BUILDER.

PROVIDED that the BUILDER shall be entitled to reasonable extension or time for giving delivery of the said premises by the aforesaid date, if the completion of the building in which the said premises is to be situated is delayed on account of :

- Non-availability of steel, cement, other building materials, water or electric connection
- War civil commotion, strike, labor dispute or Act of God / or any other natural calamity and other cause beyond the control of the BUILDER.
- Any notice, order, Rule, notification of the Government and/or other public or Competent Authority.
- Non payment of the amounts by the PURCHASER on due dates and as per the payment Schedule.
- Non-availability of water, electricity connection from local authority.

34. The BUILDER shall be entitled to put up and display any logo, board, hoarding or other display material of any size on the external walls of the said building or on the terrace thereof, and in such event after the said plot is transferred to the Co-operative Society / Limited Company / Association the BUILDER shall hold and enjoy the said right as Lessee from the Co-operative Society / Limited Company / Association subject to payment of a Lease rent of Re 1/- per month, besides the amount of actual municipal taxes and other outgoings/contributions payable in respect thereof including on account of maintenance and repairs; in such cases, the BUILDER and its Licensees shall be entitled to have free access to the part of the said premises on which such logo, board or hoarding is displayed and the electrical installations provided there for at any time, and the PURCHASER herein and the Co-operative Society / Limited Company / Association shall not do anything whereby the publicity value of such logo, board or hoarding site shall be impaired or prejudicially affected.

35. It is specifically agreed that if due to any reason, whether within or outside control of the BUILDER, the whole or part of the project of construction and sale of units in the said building being constructed over the said plot is abandoned or delayed, the PURCHASER will not make any claim, except that his money will be refunded, with interest as provided in law. The PURCHASER specifically agrees that BUILDER will not incur any liability, if the BUILDER is unable to deliver possession of the said premises within the aforesaid date except what is provided in law.

36. It is specifically agreed that after the said Co-operative Society / Limited Company / Association, as the case may be is formed / registered / incorporated, the PURCHASER will pay his / her / their share of the aforesaid outgoings directly to the Co-operative Society / Limited Company / Association.

37. It is specifically agreed that the BUILDER will not pay any amount to the Co-operative Society / Limited Company / Association towards monthly contribution towards maintenance charges or any other charges or the proportionate share that may be ascertained by the Co-operative Society / Limited Company / Association of (a) insurance premium for insuring the said building against fire, riot and civil commotion, etc. (b) the municipal rates, charges and taxes including collector's charges and all other outgoing that may from time to time be levied on or incurred in respect of the said property (c) the charges for the maintenance and Management of the said building including wages and salaries of watchmen, sweeper, bill collector and accountant (d) electricity charges of common lights, meter pump, etc. of the unsold units available with the BUILDER if the Co-operative Society / Limited Company / Association is registered before all the units are sold by the BUILDER.

PROVIDED that the BUILDER do not in any way affect or prejudice the rights hereby granted in favor of the PURCHASER in respect of the said units agreed to be sold to the PURCHASER, the BUILDER shall be at liberty to sell, assign, mortgage or otherwise deal with, dispose off, their rights, title and interest in the said leasehold plot unsold units in the Building whether under construction or constructed thereon.

38. It is specifically agreed that so long as each unit in the said Building is not separately assessed by the competent authority concerned for property taxes, if any, the PURCHASER shall pay the proportionate share of the said taxes as determined by the BUILDER on the basis of the area of each unit sold. The BUILDER shall not be liable to contribute towards the Municipal, and other taxes, water charges and the maintenance charges of the unsold units. The BUILDER shall be entitled to refund, if any, of the Municipal and other taxes, etc. on account of the unsold units, if paid.

39. The PURCHASER hereby declares and confirms that before execution of this Agreement, the Builder has made full and complete disclosure of the title, plans, designs and specifications approved and sanctioned by the Town Planning Authority and the Purchaser has taken full, free and complete inspection of the particulars and disclosures and that he has satisfied himself fully about the title of the BUILDER to the said plot and declares that he shall not be entitled to raise any objection or requisition to the same or any matter relating to the title or otherwise whatsoever. The PURCHASER has further taken inspection of the particulars relating to nature and particulars of fixtures, fittings and amenities to be provided in the building and of the design and materials to be used in construction of the building.

40. The PURCHASER hereby declares and confirms that he has been duly informed about the nature of organization of persons to be constituted and to which the title of the building is to be passed being either a Co-operative Housing Society

governed by the provisions of Maharashtra Co-operative Societies Act, 1960 and/or a private limited company to be governed by the provisions of the Companies Act, 2013 and/or an Apartment Owner's Association to be governed by the Maharashtra Apartments Ownership Act, 1970 or any other organizations as per law. The PURCHASER hereby declares and confirms that the various amounts that are required to be paid interalia towards the development charges, betterment charges, application charges, legal charges, ground rent, revenue assessment, municipal, water and electrical charges and/or taxes, including water deposit and electricity deposit as are in force at the appropriate time will be paid as and when demanded by the BUILDER through a notice.

41. In addition to the lump sum price agreed, PURCHASER will also bear the proportionate charges towards electric and water connection charges, common water consumption charges, common electrical charges, electrical cable laying charges, legal charges and other outgoings on account of maintenance charges, water resources, taxes, charges for installation of LPG / Cooking Gas connection and all other statutory charges, government rates, taxes on land, municipal taxes, property taxes, G.S.T., Labour Cess / Tax, Work Contract Tax, Local Body Tax, Gram Panchayat Tax, TDS and all other taxes, cesses, levies, etc. that shall be levied or become leviable by the local authority and/or Tax Authorities and/or by the Central Government or State Government, District Collector and/or any other statutory demand made by the BUILDER or imposed by statutory authorities in future. The PURCHASER also agrees and undertakes to pay such other charges, penalties, escalation, and also the transfer charges which shall, if at any time hereinafter, be imposed by the Government or local authority as the case may be, will be paid as and when demanded by the BUILDER through a notice.

42. Of the total area agreed to be sold by the BUILDER, there may be a variation of about 3% in the final total area of the constructed flat which may either increase or decrease by 3%. The PURCHASER confirms that he will not raise any dispute regarding variation in the total area of about 3% in the final total area of the constructed flat.

43. The BUILDER shall be at liberty and is entitled to complete any portion/floor/wing/part of the Building and apply for and obtain part occupation certificate. Therefore, when offered, the PURCHASER shall without any demur, objection or claim take possession of the unit offered on the basis of such Occupation Certificate. In such an event, the BUILDER shall without any hindrance or objection by the PURCHASER be entitled to carry out by itself or through its contractors or otherwise the remaining work in respect of the Building even if the same cause any nuisance and annoyance to the PURCHASER.

44. The PURCHASER gives his irrevocable consent to the BUILDER to securitize the amounts receivable by the BUILDER herein and to assign to the Banks / Financial Institutions the right to directly receive from the PURCHASER the balance consideration or part thereof hereunder. The PURCHASER agrees and undertakes, upon receipt of any such intimation in writing by the BUILDER to pay without any delay, protest, demur, deduction or objection to such Bank / Financial Institutions, the balance consideration or part thereof as per the payment Schedule stated

hereinabove. The BUILDER covenants that the payment of such balance consideration or part thereof in accordance with the terms hereof, by the PURCHASER to the Bank / Financial Institutions, shall be a valid payment of consideration or part thereof and discharge of obligations there under.

45. Any delay indulgence or negligence on the part of the BUILDER in enforcing the terms and conditions of this Agreement or forbearance or grant of time to the PURCHASER shall not be considered as a waiver on the part of the BUILDER of the breach of any of the terms and conditions of the Agreement nor shall such waiver in any way prejudice the right of the BUILDER against the PURCHASER.

46. It is specifically agreed between the parties that if due to modifications and/or amendments of the General Development Control Regulations or rules relating to town planning or by the government if any changes in the plans are to be made by the sanctioning authority, resulting in reduction or increase in the area as stated above, no claims either monetary or otherwise shall be raised or accepted except that the lump sum price as stated above will be reduced or increased on pro rata basis.

47. The PURCHASER shall not be entitled to any rebate and or reduction in the said price of the said premises on account of construction of the additional storeys or construction on the said building as mentioned hereinabove and/or the changes, alteration and additions made in Building.

48. If the PURCHASER fails to make the payments in respect of the aforesaid Flat as per the due date, BUILDER shall levy interest as State Bank of India's Highest Marginal Cost Of Lending Rate plus 2% as per clause 18 of RERA on the defaulted amount from the date on which the same is due up to payment thereof . It is further confirmed that for any reason if you fail and/or neglect to make the payment of the balance consideration amount, in spite of our giving you notice in respect thereof then in that event this allotment letter will stand automatically cancelled and/or terminated and thereupon we shall refund to you the amount till then received by us without interest but after deducting there from 10% of the Flat Consideration which is booking amount of flat, and also by deducting the interest amount charged for delay in payment till date, which we shall be entitled to appropriate towards our costs charges, expenses and/or loss.

49. If any interest amount is levied on PURCHASER for any such delay in payments Before or After Agreement for Sale, then PURCHASER is liable to pay those interest dues to the BUILDER on or before Possession of flats or during cancellation of flat.

50. The PURCHASER or himself / herself / themselves with the intention to bring all persons into whomsoever hands the said premises may come (in accordance with terms of presents) doth hereby covenant with the BUILDER as follows :

a. To maintain the said premises at PURCHASER's own cost in good tenantable condition and repairs, from the date of possession of the said premises and shall not do or suffer to be done anything in or to the building in which the said premises is situated.

b. To carry out at his / her / their own cost all internal repairs to the said premises and maintain the said premises in the same conditions, state and order in which it was delivered by the BUILDER to the PURCHASER.

c. Not to demolish or cause to be demolished the said premises 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 elevation and outside color scheme of the building and shall keep the partition walls, drain pipes in the said premises and appurtenance thereto in good and tenantable repair or condition and in particular, so as to support, shelter and protect the other parts of the building, and shall not chisel or in any other manner cause damage to column, beam walls, slabs, RCC pardis or other structural members in the said premises without prior written permission of the BUILDER or the said Co-operative Society / Limited Company / Association as the case may be.

d. The PURCHASER shall not let, sub-let, transfer, assign or part with the said premises or interest or benefit under this Agreement or part with the possession of the said premises until all dues payable by the PURCHASER to the BUILDER under this Agreement are fully paid up that too only if the PURCHASER has not been guilty or breach of or non-obtaining the consent in writing from the BUILDER in this behalf. The transferor shall pay the necessary transfer charges to the BUILDER in this behalf.

e. The PURCHASER or the said Co-operative Society / Limited Company / Association as the case may be, shall carry out a Structural Audit of the building every five (5) years from the date of Occupation/Completion Certificate from a Licensed Structural Engineer and based on the audit report carry out, at the joint costs of all PURCHASERS or at the cost of the said Co-operative Society / Limited Company / Association as the case may be, without holding the BUILDER liable or responsible for the same, all repairs, additions and alterations in or to the said building and the said premises as may be required to be carried out.

f. The PURCHASER shall pay and contribute regularly and punctually towards taxes and expenses or other outgoing in accordance with the terms of this Agreement.

g. The PURCHASER shall not keep any merchandise, goods or any material outside the premises and more particularly in the passages, corridors,

staircase and other common space provided in the Building and in the surrounding compound. The PURCHASER concerned and their duly authorized agents shall only use, occupy the said premises and allotted open/stilt car parking space.

h. The PURCHASER shall not store in the said premises any goods of hazardous, combustible or dangerous nature, or which are likely to damage the construction or structure of the said building, or the storage of which is objected to or not approved / licensed by the concerned local other authority, or carry or cause to be carried heavy packages to the upper floors of the said building which may damage the entrances, staircase and common passages of the building.

i. The PURCHASER shall not do and/or will not permit to do any act, deed, matter or thing which may render void or voidable any insurance of the said building or cause any increase in premium to be payable in respect thereof.

j. The PURCHASER shall not throw dirt, rubbish, rags, refuse or permit the same to be thrown from his premises in the passages, compound or any other portion of the said building or in any manner commit such act or omit to do such act which might become a nuisance to other premises-Purchasers.

k. The PURCHASER by reason of acquiring the said premises in the said building shall not claim any right to park motor vehicles in the compound of the said building. The PURCHASER can park his vehicles only in the car parking space allotted to him in the said building by the BUILDER and subject to payment of any charges due on account thereof until transfer of the said plot to the Co-operative Society / Limited Company / Association as the case may be.

l. The PURCHASER shall have no claim save and except in respect of the particular premises hereby agreed to be acquired i.e. all open space, terrace will remain the property of the BUILDER until the whole of the building is transferred to the Co-operative Society / Limited Company / Association as the case may be when formed / registered / incorporated.

m. The PURCHASER shall not do any business of liquor in the premises agreed to be acquired by him.

n. The PURCHASER shall not do any act which creates a nuisance for the neighbours and will use and occupy the said premises in a co-operative manner with all his neighbours.

o. The PURCHASER shall permit the BUILDER and their servants or agents with or without workmen and others at all reasonable times to enter into and

upon the units or any part thereof for the purpose of repairing any part of the building and for the purpose of making repairs, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drain pipes, cables, water covers, gutters, wires, structure and all other convenience belonging or serving or used for the said building and also for the purpose of laying down maintaining, repairing and testing drainage and water-pipes and electric wires and for similar purposes until the said building is taken over by the said Co-operative Society / Limited Company / Association.

p. The PURCHASER will not at any time demolish or cause to be demolished any part of the said flat agreed to be taken by him/ her / them nor will he / she / they at any time make or cause to be made any additions or alterations of whatsoever nature

therein or any part thereof without the previous consent in writing of the BUILDER until the Co-operative Society / Limited Company / Association is formed and control and management of the said Building is handed over by the BUILDER to the said Co-operative Society / Limited Company / Association and thereafter of the Co-operative Society / Limited Company / Association.

q. After possession of the said premises is handed over to the PURCHASER, if any additions or alterations in or about or relating to the said Building are required to be carried out by the Government or any other competent authority or authorities the same shall be carried out by the PURCHASER in co-operation with the Purchasers of the other flats / terraces/ and garages in the said building at their own cost and the BUILDER shall not be in any manner liable for the same.

51. The Permanent Account Numbers of the parties hereto are as under:

Name	**Permanent A/c. No.**
M/S. DAMJI HARI INFRASTRUCTURE PVT LTD.	**AAFCD4481J**
MR./MRS.	
MR./MRS.	
MR./MRS.	
MR./MRS.	

IN WITNESS WHERE OF the parties hereto have here unto and on the duplicate hereof set and subscribed their respective hands the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

Original Layout Plot of land bearing Survey No. 38, Hissa No. 1 & 3 having Plot No.1 of Survey No.38/B (Mutated at Mutation Entry No. 3582 and Subsequently Mutation Entry No. 4441), (hereinafter for the sake of brevity referred to as the **"Said Property under Present Development"**)" situate & lying and being at Village-Asangaon, Taluka-Shahapur, District-Thane, within the limits of Gram Panchayat Asangaon, Sub-Registration of Taluka Shahapur and Registration of District and Division Thane.

Second Schedule Above Referred to Here set out the nature, extent and description of common areas and facilities.

LIST OF AMMENITIES

(Nature, extent and description of common areas and facilities)

- Staircase.
- Passage and Mid-Landing.
- Corridors.
- Common electric meter for common lights and services.
- Three Elevators.
- Lift Lobby.
- Fighting Equipment and means to access thereto.
- Overhead water tanks located on topmost floor of the building.
- Common Terrace above the top floor of the said new building.

1. **Kitchen**
   - Granite Platform with Stainless Steel Sink
   - Ceramic Tiles above platform.
   - Designer Water Taps.
2. **Bathroom &Toilets**
   - Anti-skid Tiles on flooring
   - Designer Tiles up to door height
   - Concealed Plumbing with High Quality non rust Pipes
   - Branded CP Fittings along with Sanitary Fixtures.
3. **Floors, Windows & Fixtures**
   - Vitrified ceramic Flooring
   - Anodized Aluminum Windows

4. Electricals &Paints

- Concealed Copper Wiring
- Acrylic Paint on External Walls
- OBD Paint on Internal Walls

5. Eco-friendly Systems

- 24 Hrs. Water Supply

Limited common areas and facilities:

Car parking spaces open or stilt in the new building shall be available to those Flat/Purchaser/s, who are specifically allotted such car parking spaces by the Builders/Developers and Land owners to park their motor vehicles.

Restricted Areas:

Pocket terraces or terrace space/s/decks in front of or adjacent to terrace flats or any other space/s allotted by Builders, Developers and Land owners.

The Developer reserved their rights to amend above amenities as sanctioned by the competent authorities without any prior notice to the purchase.

SIGNED AND DELIVERED)
BY THE WITHINNAMED **“BUILDER/DEVELOPER**”:)
M/S. DAMJI HARI INFRASTRUCTURE PVT LTD)
Through the hands of its Directors)

(1)Shree Paresh Dhanji Bhanushali)

(2) Shree Mahadev Damji Patel)

SIGNED AND DELIVERED)
BY THE WITHIN NAMED **“PURCHASER**”:)
_____
_____
_____
_____
_____

in the presence of WITNESSES:

1. Name _____

   Signature _____

2. Name _____

   Signature _____

RECEIPT

RECEIVED of and from the within named Purchaser/s a sum of Rs._____/-
(Rupees_____
_____only) And Service Tax of Rs._____/-
(Rupees_____
_____Only) + VAT of Rs._____/-
(Rupees_____
_____Only) + GST Of Rs._____/-
(Rupees_____
_____Only) as and by way of earnest money/part consideration to be by him/her/them paid to us as within mentioned, the details of which areas under:

CHEQUE NO	DATE	DRAWN ON	AMOUNT
		TOTAL	

WE SAY RECEIVED

M/S. DAMJI HARI INFRASTRUCTURE PVT LTD

Through its Directors.

SCHEDULE 'A'

Flat No. _____ admeasuring _____ **sq.ft. Equivalent to** _____ **sq.mtrs. Carpet Area** on _____ **Floor** and _____**Closed Parking / Open Parking** No. _____ admeasuring _____ **sq.ft. Equivalent to** _____ **sq.mtrs**. area on stilt in **Penta** _____ of the Building project to be known as **"PENTAGON ENCLAVE"** constructed on above Non Agriculture Land situate & lying and being at Village-Asangaon, Taluka-Shahapur, District-Thane, within the limits of Gram Panchayat Asangaon, Sub-Registration of Taluka Shahapur and Registration of District and Division Thane.

SCHEDULE 'B' FLOOR PLAN OF THE APARTMENT

ANNEXURE – A

Title Report Details of the Title Report

The Schedule Above Referred to (Description of property)

ANNEXURE –B (Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/BUILDER to the project land).

ANNEXURE –C-1 (Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-2 (Authenticated copies of the plans of the Layout as proposed by the BUILDER and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D (Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the PURCHASER as approved by the concerned local authority)

ANNEXURE – E (Specification and amenities for the Apartment),

ANNEXURE –F (Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)