

AGREEMENT FOR SALE

THIS AGREEMENT OF SALE is made at Vasco-da-Gama, on this
_____ day of _____, 2018:

BY AND BETWEEN

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M/s. S N. CONSTRUCTIONS having its office at Essen Empire, Mundvel, Vasco-da-Gama, Goa represented by its sole proprietor Mr. SANTHAN NANU, son of Late Nanu Govind, age 66 years, PAN Card No. AHQPS4315K, Indian National, residing at “The Nanu’s”, Essen Enclave, Near Regina Mundi High School, Chicalim, Goa, hereinafter referred as “**VENDOR/DEVELOPER**” (which expression shall unless repugnant to the context and meaning shall be deemed to mean and include its successors in Office, administrators, liquidators and assigns) of the **FIRST PART**;

(This Agreement for Sale shall be presented for registration in the Office of the Sub Registrar Mormugao, Vasco-da-Gama by Mrs. Suchita Naik, Wife of Santosh Naik, Service, Indian National, resident of Vasco Da Gama -Goa, Power of Attorney holder on behalf of the VENDOR/DEVELOPER duly authorized by Power of Attorney dated _____ duly registered in the office of the Sub Registrar of Mormugao under Registration No. _____)

AND

Mr. _____, son of Mr. _____, aged about _____ years, Service, Indian National, residing at _____ having PAN No. _____, Aadhar Card No. _____ hereinafter

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referred to as the **PURCHASER** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his heirs, successors, legal representatives and assigns), of the **SECOND PART**.

WHEREAS the **VENDOR/DEVELOPER** herein is the owner in possession and enjoyment and otherwise well and sufficiently entitled to a plot of land identified as Plot A-1 admeasuring 3000 sq. Mts being part of the bigger property known as AFORAMENTO DE MANUEL DOURADO or AFORAMENTO or AFRAMENTO, situated at Bogmalo, Taluka and Sub District of Mormugao, District of South Goa, State of Goa which plot is surveyed under No. 36/1-A-1 of Village of Chicalim and described in more detail in the schedule-I hereinbelow written and hereinafter referred to as **THE SAID PLOT**

AND WHEREAS THE SAID PLOT is sub divided and separated from larger property known as AFORAMENTO DE MANUEL DOURADO or AFORAMENTO or AFRAMENTO which originally belonged to one Caetano MateuszDourado and his wife Josefa Noronha alias Josepha Noronha.

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AND WHEREAS the said CaetanMateusDourado died intestate on 10/7/1978 leaving behind his wife the said Josefa Noronha as his moiety holder and his six children namely 1] Mr.Joao Manuel Dourado married to Mrs. Maria Conceica Gama alias Conceicao Maria Gama e Dourado 2] Mr. Pedro Dourado married to Mrs. MartinhaD'Sa, 3] Mrs.RosalinaDourado married to Mr. Antonio Piedade Lucas, 4] Mrs. PiedadeDourado married to Mr. Francisco Vaz, 5] Mrs. Maria Aurora Dourado married to Mr. Jose Abranches and 6] Mrs. SebastianaDourado married to Mr. Manuel Fernandes as his universal heirs as per Deed of Qualification of Heirs or Succession dated 29/1/1985 drawn before the Ex-officio Notary of Mormugao at Vasco da Gama on his notary Book No.156 at pages 12 to 16.

AND WHEREAS by a Deed of Relinquishment of Illiquid Rights or Gratuitous Assignment dated 3/1/1985 drawn before the Ex-officio Notary of Mormugao at Vasco da Gama on page No. 199 & 200 of Notary Book No. 155 and page No. 1 to 4 of Notary Book of 156 (1) Rosalina Dourado and her husband Antonio Piedade Lucas (2) PiedadeDourado and her husband FrnciscoVaz (3) Maria Aurora Dourado and her husband Jose Abranches and (4) SebastianaDourado and her husband Manuel Fernandeds,

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relinquished their rights in the estate inherited from their late father/father in law in favour of other co-heirs. Thus with effect from 3/1/1985, the title in the said bigger property vested in (1) Josefa Noronha alias Josepha Noranha, (2) Manuel Dourado and his wife Conceicao Maria Gama (3) Pedro Dourado and his wife Martinha De Sa.

AND WHEREAS by a Deed of Partition dated 31/5/1985 registered with the sub registrar of Mormugao under no. 225 at pages 325 to 333 of Book No. 1 volume 72, the said Joao Manuel Dourado and Mr. Pedro Dourado along with the respective spouses and the said Josefa Noronha alias Josepha Noranha, partitioned the said bigger property equally into two plots, namely Plot "A" and Plot "B" each admeasuring 5975 sq. Mts.

AND WHEREAS by the Deed of Partition dated 31/5/1985 registered with the sub registrar of Mormugao under no. 225 at pages 325 to 333 of Book No. 1 volume 72 Plot No. "A" was allotted to Joao Manuel Dourado and his wife Conceicao Maria Gama and Plot "B" was allotted to Pedro Dourado and his wife MartinhaD'Sa, while Josfa Noronha alias Josepha Noronha was granted the right of usufruct in both the plots i.e. Plot "A" and Plot"B". Thus with effect from 31/5/1985 the title in the said plot "A" came to vest in Joao Manuel Noronha having the right of usufruct in the same.

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AND WHEREAS in the said Deed of Partition dated 31/5/1985 registered with the sub registrar of Mormugao under no. 225 at pages 325 to 333 of Book No. 1 volume 72 l, the northern and southern boundaries of the SAID PLOT A AND PLOT B were incorrectly described and this anomaly was rectified vide Deed of Rectification dated 8/4/1996, registered with the sub registrar of Mormugao at Vasco da Gama under No. 332 at pages 314 to 324 of Book I, volume 175.

AND WHEREAS vide order of the Deputy Collector/SDO of Mormugao dated 28/5/2010 in case NO. LRC/PART/08/2010/518, the area admeasuring 5975 sq. Mts comprising plot "A" was partitioned and separated from the entire area of survey No. 36/1 of Chicalim Village and was duly confirmed by further Order dated 12/7/2010 allotting separate survey number to the said Plot "A" being survey No. 36 sub division 1-A, with an area of 5975 sq. Mts.

AND WHEREAS by a Deed of Sale dated 16/7/2010 registered with the sub registrar of Mormugao under No. 1325 at pages 194 to 225 of Book No. 1 volume 1135 dtd. 19/07/2010 the said Joao Manuel Dourado and his wife Conceicao Maria Gama with the consent of JosefaDourado alias Josepha Dourado sold an undivided share of 3000 sq. Mts in the said Plot A to Prime Builders, retaining for themselves the balance area of 2975 in the said Plot A. ..7..

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AND WHEREAS the said Prime Builders and Joao Manuel Dourado along with his wife Conceicao Maria Gama then executed a Deed of Partition dated 16/7/2010 registered with the sub registered of Mormugao under No. 1326 at pages 226 to 246 of Book No. 1 volume 1135 dtd. 19/07/2010 thereby partitioning the said plot A into two distinct portions admeasuring 3000 sq. Mts and 2975 sq. Mts identified as Plot No. A-1 and Plot No. A-2 respectively. While Plot A-1 admeasuring 3000 sq. Mts was allotted to Prime Builders, Plot No. A-2 admeasuring 2975 sq. Mts was allotted to Joao Manuel Dourado and his wife Conceicao Maria Gama. Thus with effect from 16/7/2010 the title in the said plot No. A-1 admeasuring 3000 sq. Mts came to vest in the said Prime Builders.

AND WHEREAS by Deed of Partition dated 16/7/2010 registered with the sub registered of Mormugao under No. 1326 at pages 226 to 246 of Book No. 1 volume 1135, Prime builders moved an application before the Dy. Collector/SDO Mormugao Taluka, Vasco da Gama for partitioning of the said Plot A-1 from the remaining portion of Plot A surveyed under No. 36/1-A of Village Chicalim, in the survey records, which was registered as Case No. LRC/PART/57/2010.

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AND WHEREAS Vide order dated 18/1/2011 in the above mentioned case No. LRC/PART/57/2010, the said Plot A-1 was portioned and separated from the area of survey No. 36/1-A of Chicalim Village and was duly confirmed by further Order dated 9/5/2011 allotting a separate survey number to the said Plot A-1, namely survey No. 36, sub division 1-A-1 with an area of 3000 sq. Mts. to the "**SAID PROPERTY**" which is more particularly described in SCHEDULE-1 herein below written.

WHEREAS the VENDOR/DEVELOPER have entered a Deed of Sale on 28/03/2018 with Predecessor **M/s. PRIME BUILDERS**, a proprietary concern having its office at Prime Corner, 2nd floor, Vasco-da-Gama, Goa represented by its Sole Proprietor **Mr. Anthony Cedric Dias** son of late Albert T Dias, aged 55 years, married Businessman residing at Prime House, Miraton Garden, Chicalim, Goa, hereinafter Businessman, PAN No. ABQPD4957Q, Aadhaar No. 4409 4161 5726 an **MRS. SUVIDHA DIAS**, wife of Mr. Anthony Cedric Dias, aged 50 years housewife, PAN No. AAMPD9744Q, AADHAAR No. 5017 2017 9657, residing at Prime House, Miraton garden, Chicalim, Goa registered under registration No. MOR-BK1-00628-2018, CD No. MORD31 dtd. 04/04/2018 with the office of the Sub Registrar, Mormugao, Goa.

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WHEREAS the **VENDOR/DEVELOPER** has obtained Order from Mormugao Planning and Development Authority under Approval No. MPDA/10-N-15/2018-19/327 dated 04/05/2018 and has obtained Construction License from the Village Panchayat of ChicolnaBogmalo under No. VP/CB/Const.Licence/13/2018-19/472 dated 16/07/2018 for development and construction in the **SAID PROPERTY**.

AND WHEREAS the Sub Registrar of MORMUGAO, has issued a Nil Encumbrance Certificate for the above said Plot, under Certificate No.712 of 2018 dated 08/08/2018.

AND WHEREAS the **VENDOR/DEVELOPER** has appointed an Architect M/s. Soares & Associates, registered with council of Architects having registration No. CA/89/12805 and drawn up a plan of commercial cum residential building and identified as "Essen Silver Oaks".

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

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AND WHEREAS by virtue of the above deeds of conveyance executed the **VENDOR/DEVELOPER** has sole and exclusive right to sell the Shops/Flats in the said building constructed by the **VENDOR/DEVELOPER** on the project land and to enter into Agreement/s with the **PURCHASER** of the Shops/Flats to receive the sale consideration in respect thereof.

AND WHEREAS the **VENDOR/DEVELOPER** accordingly, is carrying out the construction of a commercial cum residential building identified as “**ESSEN SILVER OAKS**” being constructed in the said plot consisting of basement, stilt/ ground, upper ground and seven floors.

AND WHEREAS the **VENDOR/DEVELOPER** has opened the plan for sale on ownership basis for the commercial cum residential units in the proposed building identified as “**ESSEN SILVER OAKS**”.

AND WHEREAS on demand from the **PURCHASER/S**, the **VENDOR/DEVELOPER** has given inspection to the **PURCHASER/S** of all the documents of title relating to the project land and the plans, designs and specifications prepared by the

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VENDOR/DEVELOPER'S Architect M/s. Soares & Associates 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; and the PURCHASER/S has acknowledged the receipt of the same.

AND WHEREAS the authenticated copies of Certificate of Title issued by Adv. Vimmy D. Korgaonkar, Vasco-Da-Gama, Goa, showing the nature of the title of the **VENDOR/DEVELOPER** to the project land on which the commercial cum residential buildings constructed have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Competent Authority have been annexed.

AND WHEREAS the authenticated copies of the plans and specifications of the Shops/Flats agreed to be purchased by the PURCHASER/S, as sanctioned and approved by the competent authority wherever applicable has been annexed hereto.

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AND WHEREASthe **VENDOR/DEVELOPER** has got some of the approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the said building wherever applicable and shall obtain the balance approvals if any from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said building.

AND WHEREASwhile 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 **VENDOR/DEVELOPER** 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 shall be granted by the concerned local authority.

AND WHEREASthe **VENDOR/DEVELOPER** has accordingly commenced construction of the said building in accordance with the said plans.

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AND WHEREAS the PURCHASER/S approached the **VENDOR/DEVELOPER** for purchase of a Shop/Flat bearing No. ____ on _____ floors situated in the building being constructed in the said Project.

AND WHEREAS the carpet area of the said Shop/Flat is ____ square meters and "carpet area" means the net usable floor area of Shop/Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Shop/Flat for exclusive use of the PURCHASER/S or veranda area and exclusive open terrace area appurtenant to the said Shop/Flat for exclusive use of the PURCHASER/S, but includes the area covered by the internal partition walls of the said Shop/Flat.

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;

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AND WHEREAS, prior to the execution of these presents the PURCHASER/S has paid to the **VENDOR/DEVELOPER** a sum of Rs.....(Rupees) being part payment of the sale consideration of the said Shop/Flat agreed to be sold by the **VENDOR/DEVELOPER** to the PURCHASER/S as advance payment or Application Fee (the payment and receipt whereof the **VENDOR/DEVELOPER** both hereby admit and acknowledge) and thePURCHASER/S has agreed to pay to the **VENDOR/DEVELOPER** the balance of the sale consideration in the manner hereinafter appearing at **Schedule No.III**.

AND WHEREAS, the **VENDOR/DEVELOPER** has/will register the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 and rules framed there under with the Real Estate Regulatory Authority under no._____ ;

AND WHEREAS, under section 13 of the said Act the **VENDOR/DEVELOPER** is required to execute a written Agreement for sale of said Shop/Flat with the PURCHASER/S, being in fact these presents and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908).

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In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the **VENDOR/DEVELOPER** hereby agrees to sell and the PURCHASER/S hereby agrees to purchase the said Shop/Flat.

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

1. The **VENDOR/DEVELOPER** is constructing the said building consisting of basement, ground/ stilt, upper ground 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 **VENDOR/DEVELOPER** shall have to obtain prior consent in writing of the PURCHASER in respect of variations or modifications which may adversely affect the said Shop/Flat of the PURCHASER/S except **(i)** any alteration or addition required by any Government authorities or due to change in law or **(ii)** the **VENDOR/DEVELOPER** may make such minor additions or alterations as may be required by the PURCHASER/S, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the Architect or Engineer.

1.a (i) The PURCHASER/S hereby agrees to purchase from the **VENDOR/DEVELOPER** and the **VENDOR/DEVELOPER** hereby agrees to sell to the PURCHASER/S Shop/Flat No. on the _____ floor of "ESSEN SLIVER OAKS" having carpet area admeasuring.....sq.mts. The saidShop/Flat shall also have an exclusive carpet area of balcony admeasuring _____ sq.mts. and is hereinafter referred to as "**TheSAID SHOP/FLAT**" as shown in the Floor plan thereof annexed hereto for the consideration of Rs.which includes the proportionate incidence 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 **Schedule II** hereinafter written.

1.a (ii) The PURCHASER/S hereby agrees to purchase from the **VENDOR/DEVELOPER** and the **VENDOR/DEVELOPER** hereby agrees to sell to the PURCHASER parking spaces bearing Nos.____ situated at Basement and/or stilt and /or open parking for consideration of Rs. _____/-.

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

1(c)(i) The above said sum of Rs. -----/- (Rupees -----
-----Only) includes the cost of the construction of the said Shop/Flat and also the cost of the incidence of the land proportionate to the Super built up area of the said Shop/Flat.

1(c)(ii) If the PURCHASER/S commits default in observing and performing any of the terms and conditions of this Agreement, the VENDOR/DEVELOPER shall, without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of fifteen days. The VENDOR/DEVELOPER shall, however, on such termination, refund to the PURCHASER/S the amounts, if any, which may have till then been paid by the PURCHASER/S to the VENDOR/DEVELOPER, after forfeiting an amount of 10% of the consideration of the SAID Shop/Flat excluding taxes paid to the VENDOR/DEVELOPER without any further amount by way of interest or otherwise, within 60 days.

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1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the VENDOR/DEVELOPER by way of Infrastructure tax, Conversion Sanad fee, GST, Labour Welfare Cess and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the VENDOR/DEVELOPER) up to the date of handing over the possession of the said Shop/Flat.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/taxes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The VENDOR/DEVELOPER 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 VENDOR/DEVELOPER 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/S, which shall only be applicable on subsequent payments.

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- 1(f) The VENDOR/DEVELOPER may allow, in its sole discretion, a Rebate for early payments of equal instalments payable by the PURCHASER/S on such terms and conditions as the parties may mutually agreed upon. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the PURCHASER/S by the VENDOR/DEVELOPER.
- 1(h) The VENDOR/DEVELOPER shall confirm the final carpet area that has been allotted to the PURCHASER/S after the construction of the Shop/Flat is complete and the completion 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 four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the VENDOR/DEVELOPER. If there is any reduction in the carpet area within the defined limit then VENDOR/DEVELOPER shall refund the excess money paid by PURCHASER within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the PURCHASER/S.

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If there is any increase in the carpet area allotted to PURCHASER/S, the VENDOR/DEVELOPER shall demand additional amount from the PURCHASER/S as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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

2.1 The **VENDOR/DEVELOPER** 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 competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Shop/Flat to the PURCHASER/S, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the said Shop/Flat.

2.2 Time is essence for the VENDOR/DEVELOPER as well as the PURCHASER/S. The VENDOR/DEVELOPER shall abide by the time schedule for completing the project and handing over the said Shop/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 subject to all the PURCHASERS have paid all the consideration and other sums due and payable to the VENDOR/DEVELOPER as per the agreement. Similarly the PURCHASER/S shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the VENDOR/DEVELOPER as provided in SCHEDULE III ("Payment Plan").

3.The **VENDOR/DEVELOPER** hereby declares that the Floor Area Ratio available as on date in respect of the project land is 6000.00m² undivided share only and **VENDOR/DEVELOPER** has planned to utilize Floor Area Ratio by availing of TDR or FAR 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 **VENDOR/DEVELOPER** has disclosed the Floor Space Index for proposed to be utilized by him on the project land in the said Project and PURCHASER has agreed to purchase the said Shop/Flat based on the proposed construction and sale of Shop/Flat to be carried out by the **VENDOR/DEVELOPER** by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to **VENDOR/DEVELOPER** only. The **VENDOR/DEVELOPER** firm reserves its right to revise the existing permission to add the units on existing structure and also made aware to the PURCHASER/S about this fact and the PURCHASER/S has given the consent at the time of booking/confirmation of allotment only for such revision.

4.1If the VENDOR/DEVELOPER fails to abide by the time schedule for completing the project and handing over the said Shop/Flat to the PURCHASER/S the VENDOR/DEVELOPER agrees to pay to the PURCHASER/S, who does not intend to withdraw from the project, interest as specified in the RERA Rule, on all the amounts paid by the PURCHASER, for every month of delay, till the handing over of the possession. The PURCHASER/S agrees to pay to the VENDOR/DEVELOPER, interest as specified in the RERA Rules, on all the delayed payment which become due and payable by the PURCHASER/S to the VENDOR/DEVELOPER under the terms of this Agreement from the date the said amount is payable by the PURCHASER/S to the VENDOR/DEVELOPER.

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

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DEVELOPER shall give notice of fifteen days in writing to the PURCHASER/S, by Registered Post AD at the address provided by the PURCHASER/S and mail at the e-mail address provided by the PURCHASER/S, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the PURCHASER/S fails to rectify the breach or breaches mentioned by the VENDOR/DEVELOPER within the period of notice then at the end of such notice period, VENDOR/DEVELOPER shall be entitled to terminate this Agreement. The VENDOR/DEVELOPER shall, however, on such termination, refund to the PURCHASER/S the amounts, if any, which may have till then been paid by the PURCHASER/S to the VENDOR/DEVELOPER, after forfeiting 10% of total sale consideration amount excluding taxes paid to the VENDOR/DEVELOPER without any further amount by way of interest or otherwise. Provided further that upon termination of this Agreement as aforesaid, the VENDOR/DEVELOPER shall refund to the PURCHASER/S (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to VENDOR/DEVELOPER) within a period of sixty days of the

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termination, the instalments of sale Consideration of the Shop/Flat which may till then have been paid by the PURCHASER/S to the VENDOR/DEVELOPER and the VENDOR/DEVELOPER shall not be liable to pay to the PURCHASER/S any interest on the amount so refunded.

5.The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or its equivalent or price range (if unbranded) to be provided by the VENDOR/DEVELOPER in the said building and the said Shop/Flat as are set out in Schedule No.IV herein.

6.The VENDOR/DEVELOPER shall give possession of the said Shop/Flat to the PURCHASER/S on or before 31st day of August 2023. If the VENDOR/DEVELOPER fails or neglects to give possession of the Shop/Flat to the PURCHASER/S on account of reasons beyond his control and of his agents by the aforesaid date then the VENDOR/DEVELOPER shall be liable on demand to refund to the PURCHASER/S the amounts already received by him in respect of the Shop/Flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the VENDOR/DEVELOPER received the sum till the date the amounts and interest thereon is repaid.

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Provided that the **VENDOR/DEVELOPER** shall be entitled to reasonable extension of time for giving delivery of said Shop/Flat on the aforesaid date, if the completion of building in which the said Shop/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/court.
- (iii) Delay in releasing the instalments/ dues payable by the PURCHASER/S to the **VENDOR/DEVELOPER** in time,
- (iv) Non-availability of cement, steel or other building material, water or electric supply/connection or drainage/sewerage connection or labour etc. or delay on account of the following:

Minor or major Fire or explosion or accident at the site not caused due to any negligence by the **VENDOR/DEVELOPER**; or Strikes or agitation by the workers, employees or labourers of the **VENDOR/DEVELOPER** or the contractors or suppliers; or

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Government seizures of the equipment and/or plant of the building.

Any judgment of a competent court or any legislation or regulation or statutory or regulatory change of a governmental entity prohibiting the performance of this Agreement.

Delay in issue of the occupation certificate and/or grant of any no objection certificate, permission, approval, sanction, license and/or order as may be required in respect of the Said Shop/Flat for reasons not attributable to the **VENDOR/DEVELOPER**.

Act of interference or action by civil or military authorities, act of terrorism, or act of a public enemy, acts of belligerents or foreign enemies, riots, blockages, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power

The **VENDOR/DEVELOPER** shall, wherever it is necessary, intimate the authority in this regard.

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The **VENDOR/DEVELOPER** shall not be liable to pay any compensation to the PURCHASER/S for delay on any account of the abovementioned reasons & or situations or conditions.

7.1 Procedure for taking possession - The VENDOR/DEVELOPER, upon obtaining the occupancy certificate from the competent authority and the payment made by the PURCHASER/S as per the agreement shall offer in writing the possession of the said Shop/Flat, to the PURCHASER/S in terms of this Agreement to be taken within 15 DAYS from the date of issue of such notice and the VENDOR/DEVELOPER shall give possession of the said Shop/Flat to the PURCHASER/S. The VENDOR/DEVELOPER agrees and undertakes to indemnify the PURCHASER/S in case of failure of fulfilment of any of the provisions, formalities documentation on part of the VENDOR/DEVELOPER. The PURCHASER/S agree(s) to pay the maintenance charges as determined by the VENDOR/DEVELOPER or association of PURCHASERS, as the case may be. The VENDOR/DEVELOPER on its behalf shall offer the possession to the PURCHASER in writing within 7 days of receiving the occupancy certificate of the Project.

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- 7.2 The PURCHASER/S shall take possession of the Said Shop/Flat within 15 days of the written notice from the VENDOR/DEVELOPER to the PURCHASER/S intimating that the said Shop/Flat are ready for use and Occupancy:

Upon obtaining the Occupancy Certificate and the PURCHASER/S taking possession of the SAID Shop/Flat the VENDOR/DEVELOPER shall execute/get executed the Conveyance Deed of the SAID Shop/Flat with the undivided proportionate share of the land in the name of the PURCHASER/S at the cost of the PURCHASERS applicable at the market rate prevailing thereon and exclusively to be decided by the VENDOR/DEVELOPER.

- 7.3 Failure of PURCHASER/S to take Possession of said Shop/Flat upon receiving a written intimation from the VENDOR/DEVELOPER as per clause 7.1, the PURCHASER/S shall take possession of the said Shop/Flat from the VENDOR/DEVELOPER by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the VENDOR/DEVELOPER shall give possession of the said Shop/Flat to the PURCHASER/S.

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In case the PURCHASER/S fails to take possession within the time provided in clause 7.2, hereinabove such PURCHASER/S shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the buildings thereon.

7.4 Failure of PURCHASER/S to take Possession of said Shop/Flat upon receiving a written intimation from the VENDOR/DEVELOPER as per clause 7.1, the PURCHASER/S shall take possession of the said Shop/Flat from the VENDOR/DEVELOPER by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the VENDOR/DEVELOPER shall give possession of the said Shop/Flat to the PURCHASER/S. In case the PURCHASER/S fails to take possession within the time provided in clause 7.2, hereinabove the VENDOR/DEVELOPER will have the right to inform the PURCHASER/S to release the entire dues payable by the PURCHASER/S to the VENDOR/DEVELOPER and in the event of failure from the PURCHASER/S to honour the request made by the

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VENDOR/DEVELOPER to release the dues incise of issuing to three such notices, the VENDOR/DEVELOPER will reserve the right to terminate this Agreement for Sale and refund the amount till then paid by the PURCHASER/S without interest after deducting 10% of the total Sale consideration within 60 days of such termination and the VENDOR/DEVELOPER will have the right to sell the shop/flat to any third party without any information or consent of the PURCHASER/S.

7.5If within a period of five years from the date of obtaining the Occupancy Certificate of the building "ESSEN SILVER OAKS", the PURCHASER/S brings to the notice of the VENDOR/DEVELOPER any structural defect in the said Shop/Flat or the building in which the said Shop/Flat are situated or any defects on account of workmanship, quality or provision of service, (excluding wear and tear and misuse) then wherever possible such defects (unless caused by or attributable to the PURCHASER/S) shall be rectified by the VENDOR/DEVELOPER 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 VENDOR/DEVELOPER, compensation for such defect in the manner as provided under the Act.

In case the PURCHASER/S carry out any work within the said Shop/Flat after taking possession, and has made internal/external changes on the unit or in the material used therein, resulting in cracks and dampness or any other defect within or to the adjoining Shop/Flat, then in such an event the VENDOR/DEVELOPER shall not be liable to rectify or pay compensation. But the VENDOR/DEVELOPER may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.

8.The PURCHASER/S shall use the said Shop/Flat or any part thereof or permit the same to be used only for purpose of Commercial/residential use. He/She shall use the garage or parking space only for purpose of keeping or parking vehicle.

9.(i)The PURCHASER/S along with other PURCHASES of SHOP & FLAT in the building shall join in forming and registering the Maintenance Society or Association to be known by such name as the VENDOR/DEVELOPER may decide and for this purpose also from time to time sign and execute the application for registration

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and/or membership and the other papers and documents necessary for the formation and registration of the Maintenance Society or Association and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the VENDOR/DEVELOPER within seven days of the same being forwarded by the VENDOR/DEVELOPER to the PURCHASERS, so as to enable the VENDOR/DEVELOPER to register the maintenance society. No objection shall be taken by the PURCHASERS 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 Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 Within 15 days after notice in writing is given by the **VENDOR/DEVELOPER** to the PURCHASER/S that the said Shop/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 Shop/Flat) of outgoings in respect of the project land and Building/namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common

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lights, repairs and salaries of clerks, bill collectors, watch&ward, sweepers, operators of lift, STP, water supply, electricity and all other expenses necessary and incidental to the management and maintenance of the project land and building. Until the association of PURCHASERS or maintenance society is formed and the maintenance of the said structure of the building is transferred to it, the PURCHASER/S shall pay to the **VENDOR/DEVELOPER** 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 **VENDOR/DEVELOPER** provisional yearly contribution of Rs.12,000/- for shops, Rs.30,000/- for 2 Bedroom flat and Rs.39,600/- for 3 Bedroom flat per annum towards the outgoings. The PURCHASER/S undertakes to pay such provisional yearly contribution and such proportionate share of outgoings before taking possession of the Said SHOP/FLAT for the first year and within 15 days of demand for subsequent years and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by PURCHASER/S shall be regarded as the default on the part of the PURCHASER/S and shall entitle the **VENDOR/DEVELOPER** to charge interest on the dues in accordance with the terms and conditions contained herein.

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10.The PURCHASER/S shall on or before delivery of possession of the said premises keep deposited with the **VENDOR/DEVELOPER**, the following amounts:

Rs. 2510/- for share money, application entrance fee of the maintenance Society or /Apex body.

Rs.30,000/- For non-refundable deposit towards Water, Electricity, and other utility and services connection charges

Rs.70,000/- for non refundable deposits towards installation of electrical receiving transformer and sub-station, electric meter, cable Fire Fighting system, etc

Rs.800/ per m² as infrastructure Tax for the carpet area and areas of exclusive balconies, verandas and/or terraces shall be added to carpet area.

Rs.12,000/- per annum for shop, Rs.30,000/- per annum for a 2 bedroom Flat, Rs.39,600/- per annum for a 3 bedroom Flat towards the yearly recurring charges for Maintenance of common amenities

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Rs.750/- per m2 (calculated as per clause 23 here under) as Corpus towards maintenance deposit.

Stamp Duty and Registration Charges. As per the prevailing notifications and applicable rates.

11. The PURCHASER shall pay to the **VENDOR/DEVELOPER** a sum of Rs.20, 000/- for meeting all legal costs, typing/printing cost and towards misc. expenses for preparation of present agreement and also to complete formalities for execution, presentation, and registration of the present agreement before the concerned sub-registrar, and towards charges and expenses, including professional costs of the legal practitioner of the **VENDOR/DEVELOPER** in connection with formation of the said Maintenance Society, 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 sale.
12. At the time of registration of conveyance or Lease of the structure of the Shop/Flat, the PURCHASER/S shall pay to the **VENDOR/DEVELOPER**, the PURCHASERS share of stamp duty and registration charges payable by the said Maintenance Society

or Apex Body on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance or Lease of the project land, the PURCHASERS shall pay to the **VENDOR/DEVELOPER**, the PURCHASERS share of stamp duty and registration charges payable by the said Maintenance Society or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Maintenance Society.

13. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/DEVELOPER

The **VENDOR/DEVELOPER** hereby represents and warrants to thePURCHASER/S as follows:-

- i. The **VENDOR/DEVELOPER** 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;

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- ii. The **VENDOR/DEVELOPER** 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 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 shall be obtained by following due process of law and the **VENDOR/DEVELOPER** has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas.

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- vi. The VENDOR/DEVELOPER 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.
- vii. The VENDOR/DEVELOPER 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 [Shop/Flat] which will, in any manner, affect the rights of PURCHASER/S under this Agreement.
- viii. The VENDOR/DEVELOPER confirm that the VENDOR/DEVELOPER is not restricted in any manner whatsoever from selling the said Shop/Flat to the PURCHASER/S in the manner contemplated in this Agreement.
- ix. At the time of execution of the conveyance deed of the structure to the association of PURCHASERS the VENDOR/DEVELOPER shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the PURCHASERS.

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- x. The VENDOR/DEVELOPER 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 upto the date of obtaining Occupancy Certificate.

- 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 VENDOR/DEVELOPER in respect of the project land and/or the Project except those disclosed in the title report.

- xii. It is clearly agreed and understood by the PURCHASERS that the VENDOR/DEVELOPER responsibility during the above period shall be the payment of the above expenses only and the VENDOR/DEVELOPER shall not be responsible for any accidents or thefts occurring within the precincts of "ESSEN SILVER OAKS".

- 14.** The PURCHASER/S or himself/themselves with intention to bring all persons into whosoever hands the said Shop/Flat may come, hereby covenants with the VENDOR/DEVELOPER as follows:

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- i. To maintain the said Shop/Flat at the PURCHASER's own cost in good and tenantable repair and condition from the date the possession of the said Shop/Flat is taken and shall not do or suffer to be done anything in or to the building in which the said Shop/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 said Shop/Flat is situated and the said Shop/Flat itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the said Shop/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 said Shop/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 said Shop/Flat is situated, including entrances of the building in which the said Shop/Flat is situated and in case any damage is caused to the building in which the Shop/flat is situated or the said Shop/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.

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- iii. To carry out at his own cost all internal repairs to the said Shop/Flat and maintain the said Shop/Flat in the same condition, state and order in which it was delivered by the VENDOR/DEVELOPER to the PURCHASER/S and shall not do or suffer to be done anything in or to the building in which the said shop/flat is situated or the Shop/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 said shop/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 Apartment/Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Shop/Flat is situated and shall keep the portion, sewers, drains and pipes in the said Shop/Flat and the appurtenances thereto in good tenantable repair and condition, and in particular,

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so as to support shelter and protect the other parts of the building in which the Shop/flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Parades or other structural members in the said shop/flat without the prior written permission of the VENDOR/DEVELOPER and/or the Society.

- 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 said Shop/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 Shop/Flat in the compound or any portion of the project land and the building in which the said Shop/Flat is situated.
- vii. Not to remove or destroy the sign board/holding provided by the VENDOR/DEVELOPER indicating the name of the building "ESSEN SILVER OAKS" displayed any portion of the complex/building and maintain the same throughout the life of the complex.

- vii. Pay to the VENDOR/DEVELOPER within fifteen days of demand by the VENDOR/DEVELOPER, his share of security deposit, any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the Shop/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 Shop/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 said Shop/Flat until all the dues payable by the PURCHASER/S to the VENDOR/DEVELOPER under this Agreement are fully paid up.
- x. The PURCHASER/S shall observe and perform all the rules and regulations which the Society or Apex Body or Federation may

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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 Shops/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 VENDOR/DEVELOPER/Society/Apex Body/Federation regarding the occupancy and use of the said Shop/Flat in the Buildings 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. The PURCHASER/S shall be entitled to use the elevators, common areas and any other recreational facilities, if provided by the VENDOR/DEVELOPER, and such use shall be at the sole responsibility and risk of the PURCHASER/S or their family members and they shall abide by the rules and regulations framed by the VENDOR/DEVELOPER /Society /Apex Body/Federation or the ENTITY for this purpose.

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- 15.** The VENDOR/DEVELOPER shall maintain a separate account in respect of sums received by the VENDOR/DEVELOPER from the PURCHASER/S as advance or deposit, sums received on account of the share capital for the promotion of the Maintenance Society or association 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 Shop/Flat or of the said Plot and Building or any part thereof. The PURCHASER/S shall have no claim save and except in respect of the said shop/flat along with the proportionate indivisible share hereby agreed to be sold to him/her. All unsold or un-allotted inventory shall continue to remain the property of the VENDOR/DEVELOPER until sold/allotted. Provided it does not in any way affect or prejudice the right of the PURCHASER/S in respect of the said Shop/Flat the VENDOR/DEVELOPER shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the SAID PLOT and/or in the "ESSEN SILVER OAKS".

17. VENDOR/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the VENDOR/DEVELOPER executes this Agreement he shall not mortgage or create a charge on the said shop/flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the PURCHASER/S who has taken or agreed to take such said Shop/Flat.

18. BINDING EFFECT

Forwarding this Agreement to the PURCHASER/S by the VENDOR/DEVELOPER does not create a binding obligation on the part of the VENDOR/DEVELOPER 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 VENDOR/DEVELOPER. If the PURCHASER/S fails to execute and deliver to the VENDOR/DEVELOPER this Agreement

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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 VENDOR/DEVELOPER, then the VENDOR/DEVELOPER 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 after deducting 10% of the amount paid to the VENDOR/DEVELOPER by the PURCHASER/S as liquidation damage.

19. **ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexure, 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 Shop/Flat/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 PURCHASER/S of the Shop/flat, in case of a transfer, as the said obligations go along with the Shop/flat 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

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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/S has to make any payment, in common with other PURCHASERS in the Project, the same shall be in proportion to the carpet area of the said Shop/Flat to the total carpet area of all the said Shop/Flat in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective PURCHASER/S.

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 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.

25. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the VENDOR/DEVELOPER through its authorized signatory at the VENDOR/ DEVELOPER Office, or at some other place, which may be mutually agreed between the VENDOR/DEVELOPER and the PURCHASER/S, after the Agreement is duly executed by thePURCHASER/S and the VENDOR/DEVELOPER or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

26. The PURCHASER/S and/or VENDOR/DEVELOPER shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit

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prescribed by the Registration Act and the VENDOR/DEVELOPER will attend such office and admit execution thereof.

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

Name of PURCHASER: _____

(PURCHASERAddress):_____

Notified Email ID: _____

M/s VENDOR/DEVELOPER name:

M/S. S.N. CONSTRUCTIONS.

“Essen Empire” 4th floor,

OPP. KTC Bus Stand ,

Vasco Da Gama

Goa- 403802

Notified Email ID: _____

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It shall be the duty of the PURCHASER/S and the VENDOR/DEVELOPER 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 VENDOR/DEVELOPER or the PURCHASER/S, as the case may be.

28. JOINT PURCHASERS

That in case there are Joint PURCHASERS all communications shall be sent by the VENDOR/DEVELOPER 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&Conveyance Deed shall be borne by the PURCHASER/S.

30. Dispute Resolution: - Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, the

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same shall be referred to the Real Estate Regulation 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 in the state of Goa will have the jurisdiction for this Agreement

The VENDOR/DEVELOPER is not receiving more than 10% of consideration amount till this said agreement is duly registered.

Goods & Service tax or any other Government taxes shall be paid as per the charges made by the Government Authorities and will be binding on the PURCHASERS in time to time.

TDS as applicable and if applicable, has to be paid by the PURCHASER/S and after payment of the same, copy of TDS certificate has to be submitted to the VENDOR/DEVELOPER.

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It is clearly agreed and understood that the responsibility/liability with respect to the common amenities of “ESSEN SILVER OAKS” is exclusively that of the PURCHASER/S(including the PURCHASERS herein) of various premises in “ESSEN SILVER OAKS” and/or of the ENTITY.

Pending formation of the Co-Operative Maintenance Society and as an interim arrangement i.e. for a period mentioned hereinafter, the PURCHASER/S have requested the VENDOR/DEVELOPER to act on their behalf for the purpose of meeting the following expenditure concerning common amenities, by setting off such expenditure against the money to be collected on annual basis towards recurring expenses:

- i. Common water charges;
- ii. Common electricity charges;
- iii. Lift Maintenance charges;
- iv STP Maintenance charges;
- v. Swimming pool maintenance charges
- vi. Club House maintenance charges
- vii. Backup power Generator maintenance charges
- viii. Electricity and water line maintenance operator’s charges

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- ix.. Remuneration of attendants and watchmen;
- x. Consumables for upkeep.
- xi. Such other amount as may be decided by the
VENDOR/DEVELOPER at their sole discretion.

The possession of the said Shop/Flat has not been handed over to the PURCHASER/S and the same shall be handed over after execution of appropriate document after receiving entire consideration.

The Executants declare that the subject matter of this agreement does not pertain to occupancies of persons belonging to Schedule Caste and Schedule Tribe.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Vasco Da Gama, Goa in the presence of attesting witness, signing as such on the day first above written

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SCHEDULE NO.I

DESCRIPTION OF THE SAID PROPERTY

All that Plot No. A-1 admeasuring 3000 sq. mts surveyed under No. 36/1-A-1 of Village Chicalim, partitioned and separated from a bigger plot identified as Plot A surveyed under No. 36/1-A of Village Chicalim, admeasuring 5975 sq. Mts which said Plot A was by itself a part of a bigger property known as “AFORAMENTO DE MANUEL DOURADO” or “AFORAMENTO” or “AFRAMENTO” admeasuring 12,200 sq. Mts, described in the Land registration Office of Salcete at Margao under No. 39575 (New series) at pages No. 118 reverse of Book B-102 and enrolled in the Taluka Revenue Office under Matriz No. 667, situated at Bogmalo and originally surveyed under No. 36/1 of Village Chicalim. The said Plot No. A-1 is bounded as follows:

North: by road

East: by Plot B surveyed under No. 36/1 (part of Village Chicalim)

West: by road,

South: by plot A-2 surveyed under No. 36/1-A of Village Chicalim.

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SCHEDULE NO.II

(DESCRIPTION OF THE SAID SHOP/FLAT NO.____)

Shop/Flat No. ____, on the ____ floor, in “ESSEN SILVER OAKS” having a Carpet area approximately ___ sq. mtrs. And exclusive carpet area of balcony admeasuring ___ sq.mtrs and Car Park no____, along with the proportionate share in the Common areas and . The SAID PREMISE is/are shown delineated in red boundary line in the plan annexed

SCHEDULE NO.III

Premise No. : ____

Floor : ____

Carpet Area : ____ Sq mtrs.

Total Value:Rs. ____/-

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SCHEDULE OF PAYMENT

1. On booking& signing of Agreement	%
2. On completion of footings.	%
3. On completion of 1st Slab	%
4. On completion of 2ndslab	%
5. On completion of 3rdslab	%
6. On completion of 4th slab	%
7. On Completion of 5th slab	%
8. On Completion of 6thslab	%
9. On Completion of 7th slab	%
10. On Completion of 8th slab	%
11. On Completion of 9th/ Roof slab	%
12. On completion of external& internal masonry	%
13. On completion of plaster and finishing	%
14. On Completion of joineries, plumbing & Sanitation and painting floor finishing.	%
15. On virtual completion and handing over the flat _____	%
Total =	100%

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SCHEDULE NO.IV
(SPECIFICATIONS OF THE SAID SHOP/FLAT)

STRUCTURE : It is a R.C.C. framed structure of columns, beams and slabs.

EXTERNAL WALLS: Super structure masonry will be constructed with laterite stone/ cement concrete block/AAC Block in 200mm thick including necessary filling of joints, curing etc. complete.

INTERNAL/ PARTITION WALLS: Partition wall will be constructed with half brick / cement concrete block/AAC block in 100mm including filling joints etc complete

INTERNAL PLASTER: Internal walls and ceiling will be plastered with cement mortar & finished with wall putty / or finished directly with the gypsum plaster other than the area for dado tiles including finishing, curing etc. complete.

EXTERNAL PLASTER: External wall will be plastered in two coats cement mortar including using necessary waterproofing compound as per manufacturer specification with sponge finish, curing etc. complete.

WATERPROOFING: The flat terrace and the sloping roof slab if any will be treated with cement based waterproofing treatment.

DOORS: Main door frame will be of teak wood and shutter will be of fully factory made flush door finished with both side decorative laminate and covered with teak wood beading all four edges & fixed with brass/ S.S butt hinges, one each Godrej lock or equivalent will be provided. All other doors frame including balcony and toilets will be of well seasoned matti/sal wood in required size and the shutter will be of factory made flush door finished both side with decorative laminate covered with teak wood beading all four edges and frame will be painted with oil paint and provided with a Godrej Tubular lock or equivalent

WINDOWS: Windows will be of powder coated Aluminium alloy system/ or UPVC sliding and glassed with 4mm thick plain /pinned glass and provided with necessary locking arrangement. Toilet window will be powder coated aluminium adjustable louvers with 4 mm frosted glass.

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DÉCOR: External wall will be painted and finished with emulsion waterproofing paint and internal wall and ceiling will be finished with Acrylic Oil Bound Distemper including necessary primer. (make- Asian paints, Berger paints or equivalent)

FLOORING: The entire floor other than toilets/bath will be finished with 600x600 mm vitrified tiles with wall skirting upto the height of 100mm and finished with necessary pigments. (The average landing cost of the tiles at Rs.450.00 per square meter.)

TOILETS: Toilet floor will be provided with anti-skid ceramic tiles 8" x 8"/12" x 12" and the dado will be finished with 8" x12" glazed ceramic tiles upto the height of 2.1mtr.All sanitary fittings will be white in colour fitted and finished with necessary fittings. Bath arrangement will be of hot and cold with provision for geyser and provided with head shower, bucket taps etc. The floor area will be segregated for wet and dry at the location possible. **(Sanitary/bath Fittings – Cera,Jaquar or equivalent brand.)**

PLUMBING: Plumbing will be carried out through medium class APVC / PVC / UPVC Pipe for hot and cold water flow arrangement.

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SANITATION: Sanitation will be carried out through SWR/SWpipe and connected to the STP system through necessary inspection chambers or connected to the PWD sewerage line if available at the time of completion of the project.

WATER SUPPLY: Water will be supplied through common overhead water tank which will be provided over the roof of the building. Common Sump tank with pumping arrangement will be provided for the use of entire building.

KITCHEN PLATFORM: The Kitchen will have a cooking platform with black granite top. Stainless steel sink with single bowl and wall backing platform 60cms Ceramic tiles or equivalent lining above the platform will be provided.

LIFT: The passengers and goods lift shall be installed and commissioned make of KONE Elevators/Schindler or equivalent brand.

For shop:

Rolling Shutter:one rolling shutter will be provided to the entrance of the shop.

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ELECTRICAL INSTALLATION:

3 phase electrical connection with premium quality concealed wiring and modular switches of Anchor or equivalent brand.

The installation shall be in concealed wiring as follows:

i) Bedroom:

All bedrooms will have 2 light points, 1 fan point, 1 AC point and 2 5AMP points.

ii) Living:

3 light points, 2 fan points, 1 T. V. point, 2 5AMP points, 1 telephone point, 1 bell point.

iii) Dining:

1 light point , 1 fan point

iii) Kitchen:

1 light points, 1 15AMP points, 2 5AMP points.

iv) Toilet:

2 light points, 1 15amp power point for geyser, 1 5amp plug point for exhaust.

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v) Kitchen balcony:
1 15amp point, 1 light point

vi) Balcony:
1 light point.

General:

The PURCHASER shall obtain their electric connection from the electricity department for which the requisite meter deposit/service charges and such other expenses shall be paid by the PURCHASER/S.

The VENDOR/DEVELOPER shall only provide the PURCHASER/S with the required electrical test report which is sufficient for obtaining electrical connection.

IN WITNESS WHEREOF the parties hereto have set their hands on the day and year first hereinabove mentioned.

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SIGNED AND DELIVERED BY THE WITHIN NAMED
VENDOR/ BUILDER OF THE FIRST PART

MR. _____

(Authorised Signatory for M/s. S.N Constructions)

PHOTOGRAPH OF **MR.** _____

LEFT HAND

RIGHT HAND

FINGER PRINTS

FINGER PRINTS

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

: 67 :

SIGNED AND DELIVERED
BY THE WITHIN NAMED
PURCHASER/S
OF THE SECOND PART

Mr.

PHOTOGRAPH OF **Mr.**

LEFT HAND
FINGER PRINTS

RIGHT HAND
FINGER PRINTS

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

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WITNESSES:

1. _____
2. _____

ANNEXURE

Name of the Attorney at Law/Advocate-

Adv. Vimmy D Korgaonkar.

Address : Melquiedes Bldg Vasco Da Gama – Goa

Date : .

Title Report

Details of the Title Report

ALL that Plot No. A-1 admeasuring 3000 sq. mts surveyed under No. 36/1-A-1 of Village Chicalim, partitioned and separated from a bigger plot identified as Plot A surveyed under No. 36/1-A of Village Chicalim, admeasuring 5975 sq. Mts which said Plot A was by itself a part of a bigger property known as “AFORAMENTO DE MANUEL DOURADO” or “AFORAMENTO” or “AFRAMENTO” admeasuring 12,200 sq. Mts, described in the Land registration Office of Salcete at Margao under No. 39575 (New series) at pages No. 118 reverse of Book B-102 and enrolled in the Taluka Revenue Office under Matriz No. 667, situated at Bogmalo and originally surveyed under No. 36/1 of Village Chicalim. The said Plot No. A-1 is bounded as follows:

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North: by road

East: by Plot B surveyed under No. 36/1 (part of Village
Chicalim

West: by road,

South: by plot A-2 surveyed under No. 36/1-A of Village Chicalim
Place:

Datedday of 20

(signed)

Signature of Attorney-at-Law/Advocate

ANNEXURE -B

(Authenticated copies of Form I & XIV or any other revenue record showing nature of the title of the VENDOR/DEVELOPER to the project land).

ANNEXURE -C

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

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)

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ANNEXURE -E

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