

AGREEMENT FOR SALE

This Agreement made at this day of in the year Two Thousand and

BETWEEN

..... having address at hereinafter referred to as "the Promoter of the one part

AND

(.....)having address athereinafter referred to as " the Allottee" (.....) of the other part.

WHEREAS by an Agreement/Conveyance dated day of 20 and executed between of the one part (hereinafter referred to as " the Vendor") and the Promoter of the other part, the Vendor agreed with the Promoter for the absolute sale to the Promoter/sold absolutely to the Promoter an immovable property being piece or parcel of freehold land bearing Survey No. lying and being survey No. chalta No. at in the survey No./chalta No. Registration sub-District of admeasuring sq. mts. or thereabouts more particularly described in the Schedule hereunder written (hereinafter referred to as "the project land").

OR

WHEREAS by and under a Lease / an Agreement for Lease dated the day of 20 made between of the One Part (hereinafter referred to as " the Lessor") and the Promoter of the Other Part, the Lessor agreed to grant unto the Promoter a lease in perpetuity//for a term of years in respect of a piece or parcel of leasehold land situated at, admeasuring sq.m. or thereabouts more particularly described in the Schedule hereunder written (hereinafter referred to as " the project land") at a rent of Rs. per annum/month and on the terms and conditions contained in the said Lease Deed//Agreement for Lease.

AND WHEREAS the lease Deed/Agreement for Lease, is with the benefit and right to construct any new building/s if so permitted by the concerned competent authority.

OR

WHEREAS by an Agreement dated day of 20/Power of Attorney dated executed between Shri. (hereinafter referred to as "the Original Owner") of the One Part and the Promoter of the Other Part (hereinafter referred to as "the Development Agreement"), the Original Owner granted to the Promoter, development rights to the piece or parcel of freehold land lying and being at in the Registration Sub-District of admeasuring sq. mts., or thereabouts more particularly described in the Schedule hereunder written (hereinafter referred to as "the project land") and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney;

OR

(Give Complete Recital of the Title of the Promoter to the plot on which promoter proposes to construct and sale the Apartment)

AND Also specify

- (i) Any covenants affecting the said property.
- (ii) Any impediments attached to the said property.
- (iii) Number and Area occupied by Tenants and how they are proposed to be settled so as to have clear possession of the said property.
- (iv) Details of illegal encroachment on the said property.
- (v) Any permission (if any) required from any Government or Authority which affects the title to the property and details of all such required permissions obtained.
- (vi) Details of mortgage or lien or charge on the said property.)

AND WHEREAS the Promoters are entitled and authorised to construct buildings on the project land in accordance with the recitals herein above;

AND WHEREAS the Vendor/Lessor/Original Owner/Promoter is in possession of the project land;

AND WHEREAS the Promoter has proposed to construct on the project land (here specify number of buildings and wings thereof) having (here specify number of Basements/podiums/stilt and upper floors);

AND WHEREAS the Allottee has agreed to purchase an Apartment bearing number on the..... floor, (herein after referred to as the said "Apartment") in the..... wing of the Building called (herein after referred to as the said "Building") being constructed in thephase of the said project, by the Promoter;

AND WHEREAS the Promoter has appointed an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder Act with the Real Estate Regulatory Authority at..... under No.; authenticated copy is attached in Annexure;

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

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection and copies to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs 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 thereunder; and the allottee has acknowledged the receipt of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the legal Practitioner of the Promoter, or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be 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 of the Layout as proposed by the Promoter 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 WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and

approved by the competent authority wherever applicable have been annexed hereto;

AND WHEREAS the Promoter has got some of the approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the said building/s wherever applicable 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;

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

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said approved plans;

AND WHEREAS the Allottee has approached the Promoter for purchase of an Apartment No. on.....floor in wing situated in the building No. being constructed in the phase of the said Project;

AND WHEREAS the carpet area as defined under clause (K) of section 2 of the said Act, of the said Apartment is square meters ;

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;

AND WHEREAS, prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs..... (Rupees) only, being an advance payment or an Application Fee as provided in section 13 of the said Act (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and

rules framed thereunder with the Real Estate Regulatory Authority under No.;

AND WHEREAS, under section 13 of the said Act, the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, and also to register said Agreement under the Registration Act,1908 (Central Act 16 of 1908); In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking (if applicable);

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

1. The Promoter shall construct the said building/s consisting of basement and ground/stilt/..... podiums, and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned competent authority from time to time wherever applicable.

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

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. of the type of carpet area admeasuring sq. Metres. The apartment shall also have an exclusive carpet area of balcony ofsqmts with an exclusive terrace area..... sqmts if any, on floor in the building (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the consideration of Rs. which includes the proportionate incidence of 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 annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking bearing Nos situated at Basement and/or stilt and/orpodium being constructed in the layout for the consideration of Rs.

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

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

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

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

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

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

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

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

vii. Amount of Rs./- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be specified in the Agreement of sale of the building or wing in which the said Apartment is located.

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

OR

As per the mode of payment as mutually agreed between the parties

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Infrastructure tax, GST and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) 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/taxes payable to the competent authority and/or any other increase in charges/ takes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building 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 Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee 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 Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee 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 Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful

outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) of clause 1 (c) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building/wing.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the allottees have paid all the consideration and other sums due and payable to the promoters as per the agreement Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter, as provided in clause 1(c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Area Ratio available as on date in respect of the project land is square meters only and Promoter has planned to utilize Floor area ratio of 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 Promoter has disclosed the Floor Space Index of as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the

Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the said Rules, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, 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 Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of sixty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter and the Promoter shall not be liable to pay to the Allottee 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 Promoter in the said building and the Apartment as are set out in Annexure annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before..... day of20..... If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee 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 Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter 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 Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the SAID ROW HOUSE to the Allottee in terms of this Agreement to be taken within one month from the date of issue of such notice and the Promoter shall give possession of the SAID ROW HOUSE to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

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

7.3 Failure of Allottee to take Possession of [Apartment/Plot] upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee.

In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee 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 building thereon.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter 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 Promoter at his own cost and in case it is not possible

to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. In case the allottees carry out any work within the apartments after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments/s, then in such an event the promoter shall not be liable to rectify or pay compensation. But the promoter 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 Allottee 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.(*strike out which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(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 Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the 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 Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee.

No objection shall be taken by the Allottee 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 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee 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 association of allottees is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is

so determined the Allottee shall pay to the Promoter provisional monthly/yearly contribution of Rs. per month/annum towards the outgoings. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance 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 Allottee shall be regarded as the default on the part of the Allottee and shall entitle the promoter to charge interest on the dues, in accordance with the terms and conditions contained herein.

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

- (i) Rs. for share money, application entrance fee of the 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 Water, Electric, and other utility and services connection charges.
- (vi) Rs. for deposits of electrical receiving, transformer and Sub-Station provided in Layout.
- (vi) Rs. as legal charges.
- (vii) Rs. as infrastructure Tax.
- (viii) Rs. as Corpus in respect of the Society or Limited Company/Federation/Apex Body.
- (ix) Rs. as Stamp Duty and Registration Charges.

11. The Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Promoter 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.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' 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 Allottee shall pay to the Promoter, the Allottees' 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 favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:–

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out 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 Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

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 Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

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

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

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

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

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

(i) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date the 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 byelaws 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 Allottee in this behalf, the Allottee 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 Promoter to the Allottee 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 Allottee committing any act in contravention of the above provision, the Allottee 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 colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good 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 Promoter 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 Promoter within fifteen days of demand by the Promoter, 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 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 Allottee for any purposes other than for purpose for which it is sold.

(ix) The Allottee 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 Allottee to the Promoter under this Agreement are fully paid up.

(x) The Allottee 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 Allottee 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.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Cooperative 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 Allottee shall have no claim save and except in respect of the Apartment along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or un-allotted inventory shall continue to remain the property of the promoter until sold/allotted.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter 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 Allottee who has taken or agreed to take such [Apartment/plot].

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee 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 Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee 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 ALLOTTEE/SUBSEQUENT ALLOTTEES

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 Allottees 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 thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(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. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective allottees.

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 Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter 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 Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

Name of Allottee
(Allottee's Address)
Notified Email ID:
M/s Promoter name
(Promoter Address)
Notified Email ID:

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications

and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

28. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee 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 Allottees.

29. Stamp Duty and Registration:-

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

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

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.

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

Schedule Above Referred to
SCHEDULE

Description of the freehold/leasehold land and all other details along with the boundaries in all four directions
Here set out the nature, extent and description of common areas and facilities.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1)

(2)

At on

in the presence of WITNESSES:

1. Name

Signature

2. Name

Signature

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1)

(Authorized Signatory)

WITNESSES:

Name

Signature

Name

Signature

Note – Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.

**MODEL AGREEMENT TO BE SIGNED WITH THE PROSPECTIVE
BUYERS**

AGREEMENT FOR SALE

THIS AGREEMENT is made on this day of of the year Two Thousand Nineteen

BETWEEN

1. _____, a Partnership Firm having Permanent Account No. _____ with its Registered Office situated at _____ and its Administrative Office situated at _____, represented in this act by its **Liaison Officer** namely, _____, son of _____, aged _____ years, _____, Indian National, resident of _____, in his capacity as the constituted Attorney of the said Firm by virtue of the Power of Attorney dated _____ executed before the _____ by its Partners

_____, hereinafter referred to as the **BUILDER/SELLER/PROMOTER** (which expression shall unless it be repugnant to the context or meaning thereof mean and include its Partner or Partners for the time being, their respective heirs, successors, administrators, executors and assigns) of the **FIRST PART** ;

AND

2) **SHRI** _____, son of Late Shri. _____, aged ___ years, married, Occupation _____, having PAN No. _____, Indian National, residing at _____, hereinafter referred to as the **"PURCHASER/S" ALLOTTEE/S** (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**.

AND WHEREAS

1. There exists in _____ and shall hereinafter be jointly referred to as the **WHOLE PROPERTY** more particularly delineated in red boundary line in the plan annexed.
2. The **BUILDER/SELLER/PROMOTER** vide Deed of Sale dated _____, registered in the Office of the Sub-Registrar of Mapusa, Goa under Registration No. _____, CD No. _____ Book No. I dated _____, an area of _____ square metres from the Property _____, out of the total area of _____

square metres of the "WHOLE PROPERTY" this area purchased shall hereinafter be referred to as the "SAID PROPERTY".

3. Vide Deed of Conveyance dated _____, registered in the Office of the Sub-Registrar of Mapusa, Goa under Registration No. _____, CD No. _____ Book No. I dated _____, the BUILDER/SELLER/PROMOTER purchased from _____ a Plot of land admeasuring _____ square metres along with the Mundcarial dwelling house thereon bearing House No. _____ and _____ from the property _____ in the Village of _____ in _____ Taluka .
4. The BUILDER/SELLER/PROMOTER under a Scheme of Development had planned to develop the SAID PROPERTY in Three Phases by constructing thereon a cluster of Residential Buildings as a Complex known as "_____".
5. The BUILDER/SELLER/PROMOTER under the Scheme, to begin with, planned and constructed in the SAID PROPERTY a cluster of Residential Buildings , with certain value added facilities such as Club House, Children's Play Area, Swimming Pool, Society Office and other usual standard essential features in their Project referred to as _____ and _____ in the portion of the property _____ which is a part and parcel of the SAID PROPERTY more particularly described in SCHEDULE-I hereinafter written.
6. The final Scheme of Development of all the different phases of "_____" would be a part and parcel of the overall development of the SAID PROPERTY as a single entity viz "_____", which interalia includes facilities such as all internal roads, compound wall, open spaces, Club House, children play area , Swimming Pool , garden , borewell , filtration tank , sewerage treatment plant , planned and regulated entry and exit etc to the SAID PROPERTY for the beneficial use and

enjoyment of the facilities provided in the Entity as such to all the Apartment purchasers under the phased development scheme.

7. The BUILDER/SELLER/PROMOTER under the Scheme of the entire Project have now planned " _____ " PHASE-____ which shall have One Residential Building comprising of Apartments, besides stilted car parking slots in the said Complex and Two Twin Villas. The Building would generally comprise of stilt plus four floors.
8. The Scheme as envisaged in clauses 1 to 7 above is the "Scheme of Development" of " _____ " PHASE-____ as planned herein by the BUILDER/SELLER/ PROMOTER .
9. The BUILDER/SELLER/ PROMOTER is entitled and authorised to construct buildings on the SAID PROPERTY in accordance with the recitals stated herein above.
10. The BUILDER/SELLER/ PROMOTER is in possession of the SAID PROPERTY .
11. THAT the BUILDER/SELLER/ PROMOTER is under a scheme of development is developing the SAID PROPRTTY by constructing thereon One Residential Building comprising of Apartments , besides stilted car parking slots in the said Complex and Two Twin Villas. in their Phase III in the Project " _____ " .
12. The BUILDER/SELLER/PROMOTER by virtue of the Deed of Sale/Conveyance has sole and exclusive right to sell the Apartments in the _____ to be constructed by the BUILDER/SELLER/ PROMOTER on the SAID PROPERTY and to enter into Agreements with the Allotees/Purchasers of the Apartments and to receive the sale consideration in respect thereof.

13. The BUILDER/SELLER/ PROMOTER as per their Scheme of Development has already completed two phases of Development on the SAID PROPERTY i.e Phase 1 and Phase II comprising of ____ Buildings . The BUILDER/SELLER/ PROMOTER is now taking up the 3rd Phase of Development on the SAID PLOT comprising of One Residential Building comprising of Apartments , besides stilted car parking slots in the said Complex and Two Twin Villas in their Project _____ .

14. A. The BUILDER/SELLER/ PROMOTER has appointed an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

B. The BUILDER/SELLER/ PROMOTER has registered the Project _____ under the provisions of the Real Estate (Regulation and Development) Act 2016 and the rules framed thereunder with the Real Estate Regulatory Authority at No:-.....:-Authenticated copy is attached in Annexe.

C. The BUILDER/SELLER/PROMOTER has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the BUILDER/SELLER/PROMOTER accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

15. The BUILDER/ SELLER/PROMOTER as per their Scheme of Development of " _____ " PHASE-_____ is taking up the construction of the Residential Building , in the "SAID PROPERTY" as per the plan annexed herein (solely for the purpose of identification of the "Scheme of Development" and for that purpose has also obtained :

- (a) Development Permission under Order No. _____ dated _____ issued by the Member Secretary, North Goa Planning & Development Authority.
- (b) Construction License vide No. _____ dated _____ issued by the Village Panchayat of _____ Goa.
- (c) N.O.C. from sanitary Point of View under No. _____ dated _____ issued by the Health Officer, Primary Health Centre, Candolim.
- (d) Sanad vide No. _____ dated _____ issued by the Office of the Collector, North Goa District, Panaji, Goa.

16. The final Scheme of Development of all the different phases of " _____ " would be a part and parcel of the overall development of the SAID PROPERTY as a single entity viz " _____ " which interalia includes facilities such as all internal roads, compound wall, open spaces, Club House, children play area, Swimming Pool, garden, borewell, filtration tank, sewerage treatment plant, planned and regulated entry and exit etc to the SAID PROPERTY for the beneficial use and enjoyment of the said facilities to all the Apartment purchasers under the phased development.

17. The BUILDER/SELLER intends to sell by allotting on ownership basis constructed Apartments in " _____ " PHASE- _____.

18. The PURCHASER/S/ALLOTTEE/S has/have approached the BUILDER/SELLER/PROMOTER after having seen and verified all documents pertaining to the title of the BUILDER/SELLER/ PROMOTER all plans, layout, specifications and as well as the overall 'Scheme of Development' of the "SAID PLOT" for Allotment/purchase of a Residential Apartment, in " _____ " being constructed on the "SAID PROPERTY" in Building "....." (hereinafter referred to as the SAID BUILDING), situated on Floor and which Apartment is duly identified herein as Apartment No. in the plan annexed , the Apartment No. having a Carpet area of

.....sq. mtrs . along with square metres of exclusive balcony/verandah/ passage area appurtenant to the carpet area for the exclusive use of the PURCHASER/S /ALLOTEE/S and along with one stilted Car Park, hereinafter referred to as the SAID APARTMENT more particularly described in SCHEDULE NO. III hereinafter written.

The PURCHASER/S has also been made aware that the 6.00 metre wide access road provided in the property has also been made available as an uninterrupted access to the adjoining property " _____" bearing Survey No. _____ of _____ Village where there has been constructed a Project in the name and style of _____.

The PURCHASER/S has also been made aware that there is a Cross constructed in the SAID PROPERTY and concerns religious sentiments of some Village people and the Village people therefore stand permitted to access the said Cross usually during the festival /feast of the Cross .

19. The Carpet Area of the SAID APARTMENT as defined under clause (K) of section 2 of the Said Act is square metres.,

20. And whereas on demand from the PURCHASER/S ALLOTEE/S, the BUILDER/SELLER/PROMOTER has given inspection to the PURCHASER/S ALLOTEE/S of all the documents of title relating to the SAID PROPERTY and the plans, designs and specifications prepared by the PROMOTER'S Architects M/s _____ 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 thereunder, and the PURCHASER/S/ ALLOTEE/S has acknowledged the receipt of the same.

21. The authenticated copies of Certificate of Title issued by the Advocate/legal Practitioner of the BUILDER/SELLER/ PROMOTER,

showing the nature of the title of the BUILDER/SELLER/ PROMOTER, to the SAID PROPERTY on which the Apartments are to be constructed have been annexed hereto.

22. The authenticated copies of the plans of the Layout as proposed by the BUILDER/SELLER/ PROMOTER and as approved by the Village Panchayat of Candolim and according to which the construction of the buildings and open spaces are proposed to be provided for on the SAID PLOT have been annexed hereto.
23. And whereas the authenticated copies of the plans and specifications of the SAID APARTMENT agreed to be purchased by the PURCHASER/S/ALLOTTEE/S, as sanctioned and approved by the Village Panchayat of Candolim forms a part of the Agreement.
24. While sanctioning the said plans concerned competent authorities and/or Government has laid down certain terms conditions, stipulations and restrictions which are to be observed and performed by the BUILDER/SELLER/ PROMOTER while developing the SAID PROPERTY and the buildings constructed thereon 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 competent Authority.
25. The BUILDER/SELLER/PROMOTER has accordingly commenced construction of the Building in “_____” which is in accordance with the approved plans.
26. The BUILDER/SELLER/PROMOTER and the PURCHASER/S/ALLOTTEE/S 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.

Note:- In respect of those Apartments located on the floor with horizontal flat roof i.e. / floor of `.... Building the PURCHASER/S/ ALLOTEE/S of such Apartment have the (optional) right to exclusively possess, use and enjoy the open terrace space adjoining /above their respective Apartment/s to the extent of the carpet - up area of the Apartment.

However, no construction is permitted nor any roof garden is allowed to be put up in order to ensure the safety and to prevent probable damages (leakages etc) to the Slab beneath the open terrace.

27. Besides, in the scheme of things the BUILDER/SELLER/ PROMOTER has constructed a CLUB HOUSE as detailed in Section XII "SWIMMING POOL/CLUB HOUSE/SOCIETY OFFICE" hereinafter which shall ultimately be transferred in the name of the SOCIETY/ENTITY/ GENERAL SOCIETY for the beneficial use and enjoyment of all the Apartment Purchasers in the Said Complex "_____".

28. In Accordance with the terms and conditions set out in this Agreement , the BUILDER/SELLER/PROMOTER hereby agrees to allot/sell the SAID APARTMENT inclusive of one stilted Car Park to the PURCHASER/S/ALLOTEE/S for a sum of/- (Rupees.....) (along with a copy of the Occupancy Certificate in respect of the SAID BUILDING including the SAID APARTMENT therein) and the PURCHASER/S/ALLOTEE/S hereby agrees to purchase the SAID APARTMENT on the condition that the PURCHASER/S/ALLOTEE/S will

bind himself/themselves under the terms and conditions of this Agreement for the purchase of the SAID APARTMENT, more particularly described in SCHEDULE III.

29. The PURCHASER/S/ALLOTEE/S has/have agreed to pay the above said sum of/- (Rupees) for the purchase of the SAID APARTMENT as per the Mode of payment prescribed in SCHEDULE No. IV hereinafter written.

30. The PURCHASER/S /ALLOTEE/S herein clearly understand/s and agree/s that construction of the Residential Building with value added features as stated hereinabove shall constitute the overall development of the "SAID PROPERTY" as a single entity viz " _____", which interalia includes facilities such as Club House, swimming pool, compound wall, children's play area, garden, planned and regulated entry and exit etc to the "SAID PROPERTY" for the ultimate beneficial use and enjoyment of the said facilities to all the flat purchasers under the scheme of development.

31. And whereas, under section 13 of the SAID ACT the BUILDER/SELLER/PROMOTER is required to execute a written Agreement for sale of SAID APARTMENT with the PURCHASER/S/ALLOTEE/S, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

32. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, BUILDER/SELLER/ PROMOTER hereby agrees to sell and the PURCHASER/S/ALLOTEE/S hereby agrees to purchase the SAID APARTMENT.

NOW THIS AGREEMENT WITNESSETH AS UNDER :-

I. PREMISES:

- (a) The BUILDER/SELLER/PROMOTER shall construct the SAID BUILDING consisting of No of basement and ground/stilt/ /_____ podiums , and floors on the SAID PROPERTY in accordance with the plans, designs and specifications as approved by the concerned competent authorities from time to time provided that the BUILDER/SELLER/ PROMOTER shall have to obtain prior consent in writing of the PURCHASER/S/ALLOTEE/S in respect of variations or modifications which may adversely affect the SAID APARTMENT of the PURCHASER/S/ALLOTEE/S except any alteration or addition required by any Government Authorities or due to change in law.
- (b) The PURCHASER/S/ALLOTEE/S having approached the BUILDER/SELLER/ PROMOTER hereby agrees to purchase and acquire the SAID APARTMENT inclusive of one stilted Car Park, as per the Scheme of development and the BUILDER/SELLER/ PROMOTER hereby agrees to sell and transfer to the PURCHASER/S/ALLOTEE/S the SAID APARTMENT as per the Scheme of development having a carpet area approximately sq. mtrs., along with square metres of exclusive carpet area of balcony/verandah/ passage for the exclusive use of the PURCHASER/S/ALLOTEE/S and along with one stilted Car Park as shown in the floor plan hereto annexed, for a sum consideration of Rs which includes the proportionate incidence of common areas and facilities appurtenant to the SAID APARTMENT, the nature, extent and description of the common areas and facilities which are more particularly described in Schedule annexed herewith exclusive of applicable taxes , duties , levies , fees , GST levies etc., due and payable (till the time of handing over of the possession of the SAID APARTMENT) in accordance with the mode of payment as stipulated in SCHEDULE-IV appended to this Agreement.

The total Aggregate consideration amount for the SAID APARTMENT including one car park is thus Rs

- (c) The Total Consideration 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 which may be levied or imposed by the competent authority Local Bodies/ /Government from time to time. The BUILDER/SELLER/PROMOTER undertakes and agrees that while raising a demand on the PURCHASER/S/ALLOTEE/S for increase in development charges, cost, or levies imposed by the competent authorities etc., the BUILDER/SELLER/PROMOTER shall enclose the said notification/order/rule/regulation published/ issued in that behalf to that effect along with the demand letter being issued to the PURCHASER/S/ALLOTEE/S, which shall only be applicable on subsequent payments.
- (d) The BUILDER/SELLER/PROMOTER warrants that:
- i) They have rights and possession of the SAID PROPERTY and the individual Apartments constructed thereon at "_____".
 - ii) The "SAID APARTMENT" shall conform to the Standard Specifications detailed in SCHEDULE-V of this Agreement.
- e) The BUILDER/SELLER/PROMOTER shall confirm the final carpet area that has been allotted to the PURCHASER/S/ALLOTEE/S after the construction of the Building 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 BUILDER/SELLER/PROMOTER. If there is any reduction in the carpet area

within the defined limit then BUILDER/SELLER/PROMOTER shall refund the excess money paid by PURCHASER/S/ALLOTEE/S within forty-five days with annual interest at the rate specified in the rules, from the date when such an excess amount was paid by the PURCHASER/S/ALLOTEE/S. If there is any increase in the carpet area allotted to PURCHASER/S/ALLOTEE/S, the BUILDER/SELLER/PROMOTER shall demand additional amount from the PURCHASER/S/ALLOTEE/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(b) of this Agreement.

- f) The PURCHASER/S/ALLOTEE/S authorizes the BUILDER/SELLER/PROMOTER to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the BUILDER/SELLER/PROMOTER may in its sole discretion deem fit and the PURCHASER/S/ALLOTEE/S undertakes not to object/demand/ /direct the BUILDER/SELLER/ PROMOTER to adjust his payments in any manner .
- g) The BUILDER/SELLER/PROMOTER may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the PURCHASER/S/ALLOTEE/S on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to an PURCHASER/S/ ALLOTEE/S by the BUILDER/SELLER/PROMOTER

II. CONSIDERATION:

- (a) In consideration of the purchase of the SAID APARTMENT inclusive of the Stilted Car Park denoted under No as shown on the plan annexed to this Agreement, the PURCHASER/S/ALLOTEE/S agree/s to pay a sum of Rs exclusive of applicable taxes such as GST, duties, levies, fees, deposits etc., specified in clause VI a, b, and c, hereinafter written but

includes infrastructure tax and as per the mode of payment specified in SCHEDULE No. IV to be in line with the progress of construction provided therein.

(b) A sum of Rs/- shall be the Earnest Money Deposit (EMD) Component.

(c) Time is essence for the BUILDER/SELLER/PROMOTER as well as the PURCHASER/S/ALLOTEE/S. The BUILDER/SELLER/PROMOTER shall abide by the time schedule for completing the project and handing over the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S and the common areas to the association of the PURCHASER/S/ALLOTEE/S after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the allottees have paid all the consideration and other sums due and payable to the BUILDER/SELLER/PROMOTER as per the Agreement. Similarly, the PURCHASER/S/ALLOTEE/S shall make timely payments of the instalment and other dues payable by him/ /her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the BUILDER/SELLER/PROMOTER as provided in the Payment Schedule.

(d) The BUILDER/SELLER/ PROMOTER declares that the Floor Area Ratio (F.A.R) available as on date in respect of the SAID PLOT is and the BUILDER/SELLER/ PROMOTER has currently planned to utilize and has disclosed F.A.R of as proposed to be utilized by him and PURCHASER/S ALLOTEE/S have agreed to purchase the SAID APARTMENT based on the proposed construction and sale of apartments to be carried out by the BUILDER/SELLER/ PROMOTER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to BUILDER/SELLER/ PROMOTER only.

(e) The PURCHASER/S/ALLOTEE/S agrees to pay to the BUILDER/SELLER/PROMOTER interest as specified, on all the delayed payment which become due and payable by the PURCHASER/S/ALLOTEE/S to the BUILDER/SELLER/PROMOTER under the terms of this Agreement from the date the said amount is payable by the PURCHASER/S/ALLOTEE/S to the BUILDER/SELLER/PROMOTER. Without prejudice to the right of BUILDER/SELLER/PROMOTER to charge interest on the delayed payment on the PURCHASER/S/ALLOTEE/S committing default in payment on due date of any amount due and payable by the PURCHASER/S/ALLOTEE/S to the BUILDER/SELLER/PROMOTER under this Agreement (including his/her proportionate share of taxes and other outgoings) and on the PURCHASER/S/ALLOTEE/S committing three defaults in payment of any of the installments in SCHEDULE No. IV on their respective due dates, time being the essence of this Agreement, and/or in observing and performing any of the terms and conditions of this Agreement, the BUILDER/SELLER/PROMOTER shall without prejudice to the other rights reserved, be at liberty to terminate this Agreement. Provided the BUILDER/SELLER/PROMOTER shall give a prior written notice of fifteen days by Registered Post AD at the address provided by the PURCHASER/S/ALLOTEE/S or mail at the e-mail address provided by the PURCHASER/S/ALLOTEE/S of his/her/their 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/ALLOTEE/S fails to rectify the breach or breaches mentioned by the PURCHASER/S/ALLOTEE/S within the period of notice then at the end of such notice period, BUILDER/SELLER/PROMOTER shall be entitled to terminate this Agreement.

The BUILDER/SELLER/PROMOTER shall, however, on such termination, refund to the PURCHASER/S/ALLOTEE/S (subject to adjustment and

recovery of any agreed amount such as EMD component of Rs...../- but without any further amount by way of interest or otherwise) within a period of 60 days, amounts which may have till then been paid by the PURCHASER/S/ALLOTEE/S to the BUILDER/SELLER/PROMOTER and the BUILDER/SELLER/PROMOTER shall not be liable to pay to the PURCHASER/S/ALLOTEE/S any interest on the amount so refunded.

- (e) On the BUILDER/SELLER/PROMOTER terminating this Agreement under this clause, the BUILDER/SELLER/PROMOTER shall be at liberty to allot, sell and dispose of the SAID APARTMENT to any other person/s of its choice as the BUILDER/SELLER/PROMOTER deem fit, and for such consideration as the BUILDER/SELLER/PROMOTER may determine and the PURCHASER/S/ALLOTEE/S shall not be entitled to question this act of the BUILDER/SELLER/PROMOTER or to claim any amount from the BUILDER/SELLER/PROMOTER by way of compensation or otherwise.

- (f) The BUILDER/SELLER/PROMOTER shall have control over the SAID APARTMENT being the owner thereof till such time the payment of the entire amount which the PURCHASER/S/ALLOTEE/S is/are or may be found liable to pay to the BUILDER/SELLER/PROMOTER under the terms and conditions of this Agreement is realized.

- (g) 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 BUILDER/SELLER/PROMOTER in the SAID BUILDING and the SAID APARTMENT as are set out in Annexure annexed hereto.

III. DELIVERY, USE AND MAINTENANCE OF THE SAID APARTMENT:

(a) The BUILDER/SELLER/PROMOTER hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the SAID APARTMENT. The BUILDER/SELLER/PROMOTER shall give possession of the SAID APARTMENT for use and occupation to the PURCHASER/S/ALLOTEE/S on or before _____ day of _____ 20____
PROVIDED

i) full consideration and all the amounts due and payable by the PURCHASER/S/ALLOTEE/S under this Agreement have been paid by the PURCHASER/S/ALLOTEE/S to the BUILDER/SELLER/PROMOTER promptly and

ii) The PURCHASER/S/ALLOTEE/S signs and executes all applications and documents required for the formation of the SOCIETY/ ENTITY/ GENERAL SOCIETY as may be decided by the BUILDER/SELLER/PROMOTER in his capacity as a CHIEF PROMOTER as envisaged hereinafter under this Agreement.

(b) The BUILDER/SELLER/PROMOTER shall upon receipt of the requisite Occupancy Certificate and payment made by the PURCHASER/S/ALLOTEE/S as per the Agreement by a notice in writing intimate the PURCHASER/S/ALLOTEE/S, to take delivery and possession of the SAID APARTMENT within 30 days from the date of receipt of such notice and the BUILDER/SELLER/PROMOTER shall give possession of

the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S failing which the PURCHASER/S/ALLOTEE/S shall be deemed to have taken possession and delivery of the SAID APARTMENT. The BUILDER/SELLER/PROMOTER agrees and undertakes to indemnify the PURCHASER/S/ALLOTEE/S in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the BUILDER/SELLER/PROMOTER.

- c) Upon receiving a written intimation from the BUILDER/SELLER/PROMOTER the PURCHASER/S/ALLOTEE/S shall take possession of the SAID APARTMENT from the BUILDER/SELLER/PROMOTER by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified as per the Agreement within 30 days of the written notice/intimation from the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/ intimating that the SAID APARTMENT is ready for use and occupancy and the BUILDER/SELLER/PROMOTER shall give possession of the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S.

The PURCHASER/S/ALLOTEE/S agrees to pay the maintenance charges as determined by the BUILDER/SELLER/PROMOTER or the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY as the case may be.

In case the PURCHASER/S/ALLOTEE/S fails to take possession within 30 days of the written notice/intimation from the BUILDER/SELLER/PROMOTER, then the PURCHASER/S/ALLOTEE/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 constructed thereon.

The responsibility / liability for maintenance of the SAID APARTMENT in " _____ " shall be of the respective purchasers and also the maintenance cost proportionate to the extent of the carpet area of the Apartments towards the common amenities provided in " _____ ", shall solely be that of the respective Purchaser/s.

- d) The BUILDER/SELLER/PROMOTER upon giving the intimation as stated above, shall be deemed to have completed the SAID APARTMENT in accordance with the Agreement in all aspect and shall not be responsible in any manner whatsoever, if the PURCHASER/S/ALLOTEE/S delay/s taking delivery of the SAID APARTMENT.

- e) The BUILDER/SELLER/PROMOTER shall not incur any liability if they are unable to deliver possession of the SAID APARTMENT by the date stipulated in Clause No.III (a) hereinabove if the completion is delayed for reason of war, civil commotion or any act of God or if non- delivery of possession arising out of or as a result of any notice, order, rule or notification/ approval of the Government, agitation or any other Public or Competent Authority, and Court or for any other reason beyond the control of BUILDER/SELLER/PROMOTER and in any of the aforesaid events the BUILDER/SELLER/PROMOTER shall be entitled to an extension of time corresponding to the extent of the length of such event for delivery of possession of the SAID APARTMENT.

- f) If the BUILDER/SELLER/PROMOTER fails to abide by the time schedule for completing the project and handing over the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S, the BUILDER/SELLER/PROMOTER agrees to

pay to the PURCHASER/S/ALLOTEE/S, who does not intend to withdraw from the project, interest as specified, in the rules on all the amounts paid by the PURCHASER/S/ALLOTEE/S, for every month of delay, till the handing over of the possession.

- g) If for reasons other than those in clause No. III (e) above, the BUILDER/SELLER/PROMOTER is unable to or fails or neglects to give possession of the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S within the date specified in Clause No.III (a) above, or within any further date or dates agreed to by and between the parties hereto, then and in such case, the PURCHASER/S/ALLOTEE/S shall be entitled to give notice to the BUILDER/SELLER/PROMOTER terminating the Agreement, in which event, the BUILDER/SELLER/PROMOTER shall on demand refund to the PURCHASER/S/ALLOTEE/S the amounts already received by him/her/them in respect of the SAID APARTMENT with interest as specified in the rule from the date of receipt of each amount till repayment.
- h) The BUILDER/SELLER/PROMOTER shall also pay to the PURCHASER/S/ALLOTEE/S by way of liquidated damages in respect of such termination an amount of Rs._____/ - as a full and final claim. Neither party shall have any other claim/s or reliefs including the claims on the basis of mental agony or otherwise against the other in respect of the non- delivery of the SAID APARTMENT or arising out of this Agreement and the BUILDER/SELLER/PROMOTER shall be at liberty to allot, sell and dispose off the SAID APARTMENT to any other person/s for such consideration and upon such terms and conditions as the BUILDER/SELLER/PROMOTER may deem fit.
- (i) The PURCHASER/S/ALLOTEE/S shall use the SAID APARTMENT or any part thereof for the purpose of residence or for any purpose which is

permissible as per the prevailing laws. The PURCHASER/S/ALLOTEE/S shall not carry out any acts or activities which are obnoxious, anti-social, illegal or prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the other Apartment Purchaser/s in the said Complex "_____". In case the ALLOTEE/S desires to let out the SAID APARTMENT on rent/lease, than in such event the PURCHASER/S/ALLOTEE/S shall fulfill all requirements as per law in force as applicable for leasing out premises including obtaining permission from the Police Department. The PURCHASER/S/ALLOTEE/S shall indemnify the BUILDER/SELLER/ PROMOTER of any consequences arising out of such event. The number of people accommodated shall not exceed the norms specified by the authorities. The said tenant shall behave in such manner which is not obnoxious, anti-social, illegal or prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the other Apartment Purchaser/s in the said Complex "_____".

- (k) The PURCHASER/S/ALLOTEE/S shall not let, sub-let, sell, transfer, assign or part with their interest or benefit factor of this Agreement or part with possession of the SAID APARTMENT or parking area/slot until all the dues payable by them to the BUILDER/SELLER/PROMOTER under this Agreement are fully paid up and that too only if the PURCHASER/S/ALLOTEE/S have not been guilty of breach or non-observance of any of the terms and/ or conditions of this Agreement and until they obtain/s the previous consent in writing of the BUILDER/SELLER/PROMOTER.

IV. DEFECTS/ DEFICIENCY – EXTENT OF COVERAGE:

- (a) If within a period of five years from the date of handing over the SAID APARTMENT to the PURCHASER/ S/ ALLOTEE/S, the PURCHASER/ S/

ALLOTEE/ S brings to the notice of the BUILDER/SELLER/PROMOTER any structural defect in the SAID APARTMENT or the SAID BUILDING in which the SAID APARTMENT is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the BUILDER/SELLER/PROMOTER at his own cost and in case it is not possible to rectify such defects, then the PURCHASER/S/ALLOTEE/S shall be entitled to receive from the BUILDER/SELLER/PROMOTER, compensation for such defect in the manner as provided under the Act. In case the PURCHASER/S/ALLOTEE/S carry out any work within the SAID APARTMENT after taking possession resulting resulting in cracks and dampness or any other defect within or to the adjoining Apartment/s then in such an event the BUILDER/SELLER/PROMOTER shall not be liable to rectify or pay compensation but the BUILDER/SELLER/PROMOTER 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.

- (b) The BUILDER/SELLER/PROMOTER shall not be responsible for absorption of certain colour pigments resulting in stains by vitrified tiles and consequently the PURCHASER/S/ ALLOTEE/S are advised to avoid spillage of colour pigment, turmeric, Vermillion Powder etc on tiles.
- (c) 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 SAID APARTMENT shall equally be applicable to and enforceable against any subsequent Allottee/s. In case of a transfer, as the said obligation go along with SAID APARTMENT for all intents and purposes.

(d) The PURCHASER/S/ALLOTEE/S himself/themselves with intention to bring all persons into whatsoever hands the Apartment may come, hereby covenants with the BUILDER/SELLER/PROMOTER as follows :

i) The PURCHASER/S/ALLOTEE/S shall from the date of possession maintain the SAID APARTMENT, the walls, partitions walls, sewers, drains, pipes and appurtenances thereto, at their cost, in good and tenable repair and condition and shall not do or suffer to be done anything in or to the SAID APARTMENT or to the SAID BUILDING in which the SAID APARTMENT is situated and/or common passages, or the compound which may be against the conditions or rules or bye-laws of the Village Panchayat or any other Authority or change/alter or make addition in or to the building in which the SAID APARTMENT is situated and the SAID APARTMENT itself or any part thereof without the consent of the local authorities, if required and shall attend to and answer and will be responsible for all actions and violation of any such conditions or rules or bye-laws.

ii) Not to store in the SAID APARTMENT any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the SAID BUILDING in which the SAID 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 SAID BUILDING in which the SAID APARTMENT is situated, including entrances of the SAID BUILDING in which the SAID APARTMENT is situated and in case any damage is caused to the SAID BUILDING in which the SAID APARTMENT is situated or the SAID APARTMENT on account of negligence or default of the PURCHASER/S/ALLOTEE/S in

this behalf, the PURCHASER/S/ALLOTEE/S 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 SAID APARTMENT in the same condition, state and order in which it was delivered by the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S and shall not do or suffer to be done anything in or to the SAID BUILDING in which the SAID APARTMENT is situated or the SAID APARTMENT which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the PURCHASER/S/ALLOTEE/S committing any act in contravention of the above provision, the PURCHASER/S/ALLOTEE/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 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 SAID APARTMENT or any part thereof, nor any alteration in the elevation and outside colour scheme of the SAID BUILDING in which the SAID APARTMENT is situated and shall keep the portion, sewers, drains and pipes in the SAID APARTMENT and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the SAID BUILDING in which the SAID APARTMENT is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the SAID APARTMENT without the prior written permission of the BUILDER/SELLER/PROMOTER and/or the Society or the Association.

- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the SAID BUILDING in which the SAID 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 SAID APARTMENT is situated

- vii) The PURCHASER/S/ALLOTEE/S shall permit the BUILDER/SELLER/PROMOTER and their surveyors and agents, with or without workmen and other persons at all reasonable times to enter into and upon the SAID APARTMENT or any part thereof at all reasonable times to view and examine the state and conditions thereof and the PURCHASER/S/ALLOTEE/S shall consent, within three days of the BUILDER/SELLER/PROMOTER giving a notice in writing to the PURCHASER/S/ALLOTEE/S, to that effect, to attend to all defects, decay and requirements of repair, and also for the purpose of repairing any part of the building and for the purpose of making repairs, maintaining, re-building, cleaning, lighting and keeping in order and conditions all the services, drains, pipes, cables, water courses, gutters, wires, partition walls or structure or other conveniences belonging to or serving or used for the SAID BUILDING, and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric and communication wires and cable and for similar other purposes and for all other purposes contemplated by and under this Agreement.

- viii) The PURCHASER/S/ALLOTEE/S 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/S/ALLOTEE/S 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.

V. ALLOTMENT OF CAR PARKING AREA/SLOT:

- a) The PURCHASER/S/ALLOTEE/S along with the SAID APARTMENT has been allotted the Stilted Car Park denoted under No..... as shown on the plan annexed to this Agreement.
- b) During the subsequent sale of the SAID APARTMENT by the PURCHASER/S/ALLOTEE/S the same shall be along with the car park so far in relation to the subsequent Purchaser/s of this SAID APARTMENT wherein the BUILDER/SELLER/PROMOTER is going to be a Confirming Party alongwith the SOCIETY/ENTITY/GENERAL SOCIETY.
- (c) The PURCHASER/S/ALLOTEE/S to whom the stilted car parking area/slot is provided by the BUILDER/SELLER/PROMOTER agrees and undertakes not to sub-let or alienate or create any kind of interest, to any other person of the Stilted Car Parking slot independently of the SAID APARTMENT owned by the PURCHASER/S/ALLOTEE/S. The PURCHASER/S/ALLOTEE/S agree/s and undertakes not to enclose or put any barricades in any manner in respect of the stilted car parking

area/ slot as stated hereinabove. Any damage to the structure or supporting columns of the stilted car parking area/slot while parking the car, if caused, shall be rectified at his own cost by the PURCHASER/S/ALLOTEE/S to the satisfaction of the BUILDER/SELLER/PROMOTER

VI. TAXES AND OUTGOINGS:

- (a) All applicable taxes, development/betterment charges or deposits including, G.S.T. shall be payable by the PURCHASER/S/ALLOTEE/S. G.S.T. levied shall be payable by the PURCHASER/S/ALLOTEE/S as per the stipulated percentage of the sale consideration as applicable

From the date of taking over possession of the SAID APARTMENT the PURCHASER/S/ALLOTEE/S shall be liable to pay the house tax and all other taxes, charges, assessments, levies etc by whatever name called. The BUILDER/SELLER/PROMOTER shall not be responsible for any default in payment of such taxes thereafter.

Within 30 days after notice in writing is given by the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S that the SAID APARTMENT is ready for use and occupancy, the PURCHASER/S/ALLOTEE/S shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the SAID APARTMENT) of outgoings such as 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, caretaker, sweepers and all other expenses necessary and incidental to the management and maintenance of the project "_____".

VII. VARIATION IN PLANS:

- (a) The BUILDER/SELLER/PROMOTER shall have to obtain prior consent in writing of the PURCHASER/S/ALLOTEE/S in respect of variations or modifications which may adversely affect the SAID APARTMENT of the PURCHASER/S/ALLOTEE/S except any alteration or addition required by any Government authorities or due to change in law.
- (b) In the event the PURCHASER/S/ALLOTEE/S desire/s to make any changes or additions within the SAID APARTMENT to the Standard Specifications detailed in SCHEDULE No. V hereafter written, if permitted by the BUILDER/SELLER/PROMOTER, subject to the overall approval of the authorities concerned, if need be, the PURCHASER/S/ALLOTEE/S shall have to pay the additional cost of such changes/additions/alterations and for the purpose of payment it will be considered as an `extra item of work`. In such event the BUILDER/SELLER/PROMOTER irrespective of the payment received for carrying out the extra item of work shall be entitled for sufficient extension of time over and above the time specified in III (a) above to deliver the possession of the SAID APARTMENT as changes/additions/alterations requires time and constant personal supervision to monitor the progress of the changes/additions. However under no circumstances the PURCHASER/S/ALLOTEE/S shall be permitted to make any Structural changes in the SAID APARTMENT nor any such request shall be entertained from the PURCHASER/S/ALLOTEE/S by the BUILDER/SELLER/PROMOTER. The BUILDER/SELLER/PROMOTER shall not be responsible for the functional effectiveness and efficacy of the extra item of work.

VIII. FORMATION OF ENTITY:

- a) The BUILDER/SELLER/PROMOTER shall assist in the formation of ASSOCIATION/LEGAL ENTITY for each phase of Development and upon realization by the BUILDER/SELLER/PROMOTER of the full payment of

the amounts due and payable to them by all the Purchasers of all the Apartments in the SAID PLOT, the BUILDER/SELLER/PROMOTER shall initiate and assist the PURCHASER/S/ALLOTEE/S along with other allottee(s) in his capacity as CHIEF PROMOTER (being Owner / Developer / Promoter of the SAID PLOT in facilitating them in forming and registering an Apex Body in the form of SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY consisting of all such entities and the PURCHASER/S/ALLOTEE/S along with the other Allottee/s of Apartments shall join in forming and registering the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY to be known by such name as the BUILDER/SELLER/PROMOTER may decide for owning and/or maintaining the SAID PLOT /Developed Area and in getting conveyed the "SAID PLOT" in the name of the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY within 3 months of obtaining Occupancy Certificate for the final phase of the development or alternatively in the event the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY is not formed, agree to get conveyed the undivided impartible and proportionate share in the SAID PLOT corresponding to the extent of the holdings of the respective Apartment proportionate to the carpet up area in the names of all the Purchasers and further assist in the formation of GENERAL SOCIETY for the purpose of maintenance/ upkeep of the Buildings and Complex in the SAID PLOT and for this purpose the PURCHASER/S/ALLOTEE/S shall 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/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the BUILDER/SELLER/PROMOTER within seven days of the same being forwarded by the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S, so as to enable the

BUILDER/SELLER/ PROMOTER to register the common organization of the Allottees. No objection shall be taken by the PURCHASER/S/ALLOTEE/S, 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.

b)The PURCHASER/S/ALLOTEE/S at the time of taking over of the possession of the SAID APARTMENT shall deposit with the BUILDER/SELLER/PROMOTER the amount corresponding to the Stamp duty and Registration charges as applicable for the execution of the Deed of Sale at the time of the handing over of the possession of the SAID APARTMENT as also towards Drafting and finalization of the Deed of Sale and towards legal expenses and Advocates fees to enable the BUILDER/SELLER/PROMOTER to finalize the Deed of Sale as and when deemed fit. It is however clearly understood that in case of there being any difference in the Stamp duty and registration charges, the difference in the same shall be payable/refundable to the PURCHASER/S/ ALLOTEE/S.

(c) The PURCHASER/S/ALLOTEE/S and the person/s to whom the SAID APARTMENT is /are let, sub-let, transferred, assigned or given in possession of, shall be governed by and shall observe and comply with all the bye-laws, rules and regulations that may be laid down by the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY as may be applicable from time to time (as and when formed).

- (d) The PURCHASER/S/ALLOTEE/S shall be bound, from time to time to sign all papers and documents and to do all acts, deeds and things as may be necessary from time to time, for safeguarding the interest of the BUILDER/SELLER/PROMOTER and of the other Apartment purchasers in " _____ " Complex.

In the event a SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY is formed and/or registered well before the completion of all the Buildings in " _____ " COMPLEX, i.e., well before the completion of the Scheme of Development, the SOCIETY /ENTITY/ GENERAL SOCIETY and the ALLOTEE/S together with other Apartment purchasers shall be subject to the overall authority and control of the BUILDER/SELLER/PROMOTER in respect of any matter concerning the SAID PLOT or the SAID APARTMENT or the said COMPLEX " _____ " , or this Agreement.

- f) The BUILDER/SELLER/PROMOTER shall be in absolute control of unsold Apartments in " _____ "COMPLEX.

g) All papers pertaining to the admission to the SOCIETY/ ENTITY/ GENERAL SOCIETY and the rules and regulations thereof as also all the necessary Deed / Deeds of Conveyance including the subsequent sale if any, till such time the admission is taken to the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY shall be prepared by the Advocate of the BUILDER/SELLER/PROMOTER.

h) The PURCHASER/S/ALLOTEE/S shall pay to the BUILDER/SELLER/PROMOTER their proportionate share for meeting all legal costs, charges and expenses, including professional costs of

the Attorney-at Law/Advocates of the BUILDER/SELLER/PROMOTER 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.

IX. UPKEEP OF COMMON AMENITIES AND EXPENDITURE RELATING THERETO

It is clearly agreed and understood that the responsibility / liability with respect to the common amenities of " _____ " is exclusively that of the Purchaser/s (including the PURCHASER/S/ALLOTEE/S herein) of various premises in " _____ ", and or the SOCIETY/ENTITY/GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY.

- (b) The PURCHASER/S/ALLOTEE/S of Apartment shall deposit with the BUILDER/SELLER/PROMOTER as under;
 - i) Rs. _____/- as initial deposit towards defraying the expenses as referred to in Clause IX (c) herein below
 - ii) Rs. _____/- as membership of the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY
- c) The PURCHASER/S/ALLOTEE/S agree/s and bind/s himself/ themselves to contribute to the BUILDER/SELLER/PROMOTER such amount as may be decided by the BUILDER/SELLER/PROMOTER till the formation of the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY and furthermore to the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY such amount as may be decided by the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY after its formation as the case may be for the upkeep / governance and proper maintenance of the "SAID PLOT" and the buildings including the

maintenance of common lights, water charges, watchman's remuneration, maintenance of open spaces garden, lift and caretaker's salary etc irrespective of the use of these value additions by the owners of the Apartments. The obligation to pay shall start within 30 days after notice in writing is given by the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S that the SAID APARTMENT is ready for use and occupancy. The BUILDER/SELLER/PROMOTER or the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY as the case may be, depending upon the circumstances, shall be empowered to delete from or add any item for better governance of the SAID PLOT as they may deem fit and proper depending upon the exigencies of the situation from time to time.

- (d) Provided, further, the PURCHASER/S/ALLOTEE/S within 30 days after notice in writing is given by the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S that the SAID APARTMENT is ready for use and occupancy shall be required to pay to the BUILDER/SELLER/PROMOTER maintenance charges of Rs/- (Rupees Only) per quarter, due and payable in advance by the 5th of every quarter, along with the GST charges levied by the competent authorities being the obligatory maintenance, charges and expenses of the PURCHASER/S/ALLOTEE/S share towards expenses incurred or and to be incurred in terms of Clause IX(c) referred hereinabove. At the time of handing over of the possession of the SAID APARTMENT maintenance charges pertaining to one year will be collected in advance.

It is further agreed by and between the Parties herein that the BUILDER/SELLER/PROMOTER shall operate a separate account (S.B./Current Account) in a Nationalized Bank in respect of the

aforesaid funds as stated hereinabove which shall be operated solely by the BUILDER/SELLER/PROMOTER in Trust till such time the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY is formed and shall utilize the amounts only for the purpose for which they have been received.

- (e) The Maintenance charges levied and collected at a prescribed rate as envisaged in clause IX (d) above from the Purchasers including the PURCHASER/S/ALLOTEE/S herein shall also be put into the aforesaid account in order to facilitate the BUILDER/SELLER/PROMOTER to operate and effect payment towards maintenance/upkeep as and when required till such time the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY is formed as stated hereinabove.
- (f) The BUILDER/SELLER/PROMOTER shall invest the surplus funds, if any and if available, in the form of fixed Deposits in a Nationalized Bank only and the interest accrued thereon as per the prevailing rate at that time shall be ploughed back into the separate and exclusive account in Trust maintained for this purpose as stated herein above.
- (f) The BUILDER/SELLER/PROMOTER hereby agree, undertake and bind themselves to transfer the Funds available in the aforesaid account (F.D. Account) along with the interest accrued thereon from time to time after the formation of the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY, as the case may be as per the balance amount remaining in the Banker's record alongwith an audited statement of account.

(g) The BUILDER/SELLER/PROMOTER also hereby agree to handover the balance amount with him as stated in Clause IX (d) maintained in the S.B./Current Account after deductions, if any, after the formation of the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY.

X. DISCLAIMER:

(a) It is hereby declared by both the Parties herein that after the formation of the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/ LIMITED COMPANY and the transfer of funds as envisaged in Clause IX (g) and (h), the PURCHASER/S/ALLOTEE/S and/or the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY shall alone be liable to pay all the aforementioned expenses, charges, dues, taxes, levies, statutory or otherwise, by whatever name called. The BUILDER/SELLER/PROMOTER shall not be responsible for any default in payment of such payments thereafter, vicariously or otherwise.

It is clearly agreed and understood by the PURCHASER/S/ ALLOTEE/S that the BUILDER/SELLER/PROMOTER's responsibility during the above period till such time the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY is formed shall only be to the extent of payment of the above expenses only and the BUILDER/SELLER/PROMOTER shall not be held responsible for any accidents or thefts occurring within the precincts of " _____ " or the Complex " _____ ".

XI. INCREASE IN MAINTENANCE DEPOSIT ETC.

If the BUILDER/SELLER/PROMOTER till such time the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY is formed and the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY after its formation, is of the opinion that the amount fixed hereinabove will not be sufficient for proper governance and upkeep of the "SAID PLOT" ("_____ " Complex) including the Buildings thereon, then in such a situation the BUILDER/SELLER/PROMOTER and/or the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY (as the case may be) shall have the power to increase the maintenance deposit with prior intimation to the PURCHASER/S/ALLOTEE/S and the PURCHASER/S/ALLOTEE/S shall pay the same within 15 days from the date of such intimation and monthly recurring obligatory maintenance charges thereafter as per the revised rate and the decision of the BUILDER/SELLER/PROMOTER and/or SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY in this regard as the case may be shall be final, conclusive and binding on the PURCHASER/S/ALLOTEE/S herein and all the purchasers of Apartments. Failure to pay to the BUILDER/SELLER/PROMOTER and or the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY (as the case may be) as stipulated herein above, shall attract payment of simple interest of 12% (Twelve percent) per annum on the amount due and payable effective from the respective dates till it is paid or realized. It is not obligatory for the BUILDER/SELLER/PROMOTER or SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY to demand the same in writing, although a notice may be sent to remind the PURCHASER/S/ALLOTEE/S only as a matter of courtesy.

XII. SWIMMING POOL/CLUB HOUSE/SOCIETY OFFICE:

The BUILDER/SELLER/PROMOTER shall construct a SWIMMING POOL within the precincts of the SAID PLOT. The BUILDER/SELLER/PROMOTER shall also construct a CLUB HOUSE in "_____ " COMPLEX. The said

SWIMMING POOL and CLUB HOUSE shall ultimately be transferred to the SOCIETY/ ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY for the beneficial use of all the Apartment purchasers. The CLUB HOUSE shall comprise of Gymnasium section, Indoor games section (table tennis, carom and chess only) a small room for Office of the Manager and Toilet Block. The PURCHASER/S/ALLOTEE/S shall be entitled to use the Swimming pool, Club House, garden provided by the BUILDER/SELLER/PROMOTER, and such use shall be at the sole responsibility and risk of the PURCHASER/S/ALLOTEE/S or PURCHASER/S/ALLOTEE/S's family members and they shall abide by the rules and regulations framed by the BUILDER/SELLER/PROMOTER or the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY for this purpose from time to time.

- b) All the purchasers of the Apartment including the PURCHASER/S/ALLOTEE/S of the SAID APARTMENT are entitled to the Membership of the said SWIMMING POOL and CLUB HOUSE located in the SAID PLOT. The maintenance charges towards the SWIMMING POOL and CLUB HOUSE shall also be payable by each of the PURCHASER/S/ALLOTEE/S OF APARTMENT initially at the rate of Rs._____/ - per Apartment per month, (for the time being) towards upkeep and maintenance of the facilities, staff salary of the CLUB HOUSE, Electricity Consumption, Water Consumption, Equipment Maintenance Charges etc. The use of SWIMMING POOL and CLUB HOUSE (facilities) will be restricted only to the PURCHASER/S/ALLOTEE/S of the SAID APARTMENT and his/her family members. The maintenance charge is due and payable within 30 days after notice in writing is given by the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S that the SAID APARTMENT is ready for use and occupancy, which may be

raised depending upon the input costs and other services from time to time.

The Maintenance charges of SWIMMING POOL and the CLUB HOUSE shall be payable on quarterly basis in advance i.e. presently Rs. _____/- per month x _____ = Rs. _____/- per annum.

The PURCHASER/S/ALLOTEE/S undertakes to follow all the safety measures and practices while using the Swimming Pool and shall be fully responsible for his/her safety or for any unforeseen mishaps while using the Swimming pool and the BUILDER/SELLER/PROMOTER will in no way be responsible or liable for any mishaps occurring to the PURCHASER/S/ALLOTEE/S and his/her/family members while using the Swimming Pool.

Further, the PURCHASER/S/ALLOTEE/S undertakes to fully abide by the rules and regulations and other guidelines for the usage of the swimming pool such as pool timings, usage of proper swimming costumes, not to run, jump, and play in and around the pool area, not to consume food and beverages or alcohol while in or near the swimming pool, not to undertake diving, not to take pets near the swimming pool area, and to take adequate care and precaution of his/her/their children below the age of 12 years and to ensure that the children would be accompanied either by him/her/them or an adult member of the family while swimming.

XIII. GENERAL:

- (a) The PURCHASER/S/ALLOTEE/S hereby confirm having taken inspection, to his/their full satisfaction, of the requisite documents of title to the

SAID PLOT and of the plans/ approvals/ license relating to the SAID PLOT or SAID APARTMENT or the Complex "_____".

IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN the parties hereto that, in respect of those Apartments located on the/..... floor with horizontal flat roof the purchaser/s/allottee/s of such Apartment have the (optional) right to exclusively possess use and enjoy the open terrace space adjoining /above their respective Apartment/s to the extent of the built up area of the Apartment. Similarly with respect to the terraces of all the buildings of the said phase the purchaser/s/allottee/s shall have the (optional) right to exclusively possess use and enjoy the open terrace space. However, no construction is permitted nor any roof garden is allowed to be put - up in order to ensure the safety and to prevent probable damages (leakages etc) to the Slab beneath the open terrace.

- (b) The BUILDER/SELLER/PROMOTER 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 "_____", provided it does not in any way affect or prejudice the right of the PURCHASER/S/ALLOTEE/S in respect of the SAID APARTMENT.

- (c) The PURCHASER/S/ALLOTEE/S shall be bound to sign all the papers and documents and do all the things and matters as the BUILDER/SELLER/PROMOTER may require from them from time to time in this behalf for safeguarding, inter alia, the interest of the BUILDER/SELLER/PROMOTER and the PURCHASER /S/ALLOTEE/S as well.

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

...../

.....

It shall be the duty of the PURCHASER/S/ALLOTEE/S and the BUILDER/SELLER/PROMOTER to inform each other of any change in address subsequent of the execution of this Agreement and the parties shall from time to time notify any change in his/her/their address. Any letters, reminders, notices, documents, papers etc sent at the aforesaid notified address or at the changed address by hand delivery or Registered A.D. or Under Certificate of Posting or through a courier service agency, or email shall be deemed to have been lawfully served to the PURCHASER/S/ALLOTEE/S and the BUILDER/SELLER/PROMOTER as the case may be.

(e) The PURCHASER/S/ALLOTEE/S hereby give/s his/their express consent to the BUILDER/SELLER/PROMOTER to raise any loans against the SAID PLOT and/or "_____" and/or the Complex "_____" and to charge/mortgage the same with any Bank or Banks or any other Party. This consent is however on the express understanding that the BUILDER/SELLER/PROMOTER shall ensure to have any such charge/mortgage on the SAID APARTMENT completely vacated before the SAID APARTMENT is handed over to

the PURCHASER/S/ALLOTEE/S for delivery and possession under this Agreement.

- (g) In the event the PURCHASER/S/ALLOTEE/S chooses to transfer his SAID APARTMENT to any Third Party, in the intervening period till such time the possession of the SAID APARTMENT is handed over to the PURCHASER/S/ALLOTEE/S, the BUILDER/SELLER/PROMOTER shall be entitled to receive from the PURCHASER/S/ALLOTEE/S, 10% of the sale consideration of this Transfer (Agreement) as "Transfer charges" and in addition the PURCHASER/S/ALLOTEE/S shall pay a sum of Rs. _____/- (Rupees _____ only) per transaction as transaction fee to meet the Professional charges of the Advocate. Further, the BUILDER/SELLER/PROMOTER shall be a CONFIRMING PARTY in the subsequent agreement of transfer, as above interest, effect any sale, conveyances, assignment, etc., of the
- h) In case of transfer of premises by the PURCHASER/S/ALLOTEE/S to the Third Party, the PURCHASER/S/ALLOTEE/S undertakes to introduce the prospective buyer to the BUILDER/SELLER/PROMOTER and undertake to obtain consent of the BUILDER/SELLER/PROMOTER for the said transfer.
- (i) The word PURCHASER/S/ALLOTEE/S shall mean and include its plural form in case of there being more than one PURCHASER/S/ALLOTEE/S and shall also mean either of the genders i.e either in the masculine form or in the feminine form, or the firm/Company/Association/HUF depending upon the names of the PURCHASER/S/ALLOTEE/S as mentioned in the Agreement.

- (j) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the SAID APARTMENT or of the SAID PLOT or the SAID BUILDING or any part thereof. The PURCHASER/S/ALLOTEE/S shall have no claim save and except in respect of the SAID 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/SELLER/PROMOTER until the SAID PLOT and the structure of the buildings is transferred to the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED.
- (k) After the BUILDER/SELLER/PROMOTER executes this Agreement he shall not mortgage or create a charge on the SAID APARTMENT and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the PURCHASER/S/ALLOTEE/S who has taken or agreed to take the SAID APARTMENT
- (l) 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/SAID PLOT/SAID BUILDING, as the case may be.
- (m) Right to amend.— This Agreement may only be amended through written consent of the Parties.
- (n) Severability.— If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules

and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

Method of calculation of proportionate share wherever referred to in the agreement.— Wherever in this Agreement it is stipulated that the PURCHASER/S/ALLOTEE/S has to make any payment, in common with other Allottee(s) in Project “_____”, the same shall be in proportion to the carpet area of the SAID APARTMENT to the total carpet area of all the Apartments in the Project “_____”.

(m) 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.

(n) Place of execution — The execution of this Agreement shall be complete only upon its execution by the BUILDER/SELLER/PROMOTER through its authorized signatory at the BUILDER/SELLER/PROMOTER’s office, or at some other place, which may be mutually agreed between the BUILDER/SELLER/PROMOTER and the PURCHASER/S/ALLOTEE/S,

after the Agreement is duly executed by the PURCHASER/S/ALLOTEE/S and the BUILDER/SELLER/PROMOTER 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 _____.

The PURCHASER /S/ALLOTEE/S and/or BUILDER/SELLER/PROMOTER shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the BUILDER/SELLER/PROMOTER will attend such office and admit execution thereof.

- (o) Joint allottees — That in case there are Joint Allottees all communications shall be sent by the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
- (p) Stamp Duty and Registration.— The charges towards stamp duty and Registration of this Agreement shall be borne by the PURCHASER/S/ALLOTEE/S.

XIV REPRESENTATIONS AND WARRANTIES OF THE BUILDER/ SELLER / PROMOTER

The BUILDER/SELLER/PROMOTER hereby represents and warrants to the PURCHASER/S/ALLOTEE/S as follows:—

The BUILDER/SELLER/PROMOTER has clear and marketable title with respect to the SAID PLOT as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon

the SAID PLOT and also has actual, physical and legal possession of the SAID PLOT for the implementation of the Project "_____";

The BUILDER/SELLER/PROMOTER has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project "_____" and shall obtain requisite approvals from time to time to complete the development of the project "_____";

There are no encumbrances upon the SAID PLOT or the project "_____";

There are no litigations pending before any Court of law with respect to the SAID PLOT or the project "_____";

All approvals, licenses and permits issued by the competent authorities with respect to the SAID PLOT or the project "_____" and the 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 SAID PLOT or the project "_____" and SAID BUILDING shall be obtained by following due process of law and the BUILDER/SELLER/PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the SAID PLOT or the project "_____" / SAID BUILDING / and common areas;

- (i) The BUILDER/SELLER/PROMOTER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the

PURCHASER/S/ALLOTEE/S created herein, may prejudicially be affected;

The BUILDER/SELLER/PROMOTER has not entered into any Agreement for sale and/or Development Agreement or any other Agreement/arrangement with any person or party with respect to the SAID PLOT or the project " _____ " or the SAID APARTMENT which will, in any manner, affect the rights of PURCHASER/S/ ALLOTEE/S under this Agreement;

(vii) The BUILDER/SELLER/PROMOTER confirms that the BUILDER/SELLER/PROMOTER is not restricted in any manner whatsoever from selling the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S in the manner contemplated in this Agreement;

(viii) At the time of execution of the conveyance deed of the structure to the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/ LIMITED COMPANY of Allottees the BUILDER/SELLER/ PROMOTER shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/ LIMITED COMPANY of Allottees.

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

No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the BUILDER/SELLER/PROMOTER in respect of the SAID PLOT or the project "_____".

XV BINDING EFFECT:-

Forwarding this Agreement to the PURCHASER/S/ALLOTEE/S by the BUILDER/SELLER/PROMOTER does not create a binding obligation on the part of the BUILDER/SELLER/PROMOTER or the PURCHASER/S/ALLOTEE/S until, firstly, the PURCHASER/S/ALLOTEE/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/ALLOTEE/S and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the BUILDER/SELLER/PROMOTER. If the PURCHASER/S/ALLOTEE/S fails to execute and deliver to the BUILDER/SELLER/PROMOTER this Agreement within 30 (thirty) days from the date of its receipt by the PURCHASER/S/ALLOTEE/S and/or appear before the Sub-Registrar for its registration as and when intimated by the BUILDER/SELLER/PROMOTER, then the BUILDER/SELLER/PROMOTER shall serve a notice to the PURCHASER/S/ALLOTEE/S for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the PURCHASER/S/ALLOTEE/S, application of the PURCHASER/S/ALLOTEE/S shall be treated as cancelled and all sums deposited by the PURCHASER/S/ALLOTEE/S in connection therewith including the booking amount shall be returned to the PURCHASER/S/ALLOTEE/S without any interest or compensation whatsoever.

XV1.DISPUTES/SETTLEMENT/LITIGATION/JURISDICTION

(a) In the event any dispute or differences arising between the parties hereto in respect to this Agreement or in respect of any provisions (clauses) in this Agreement, or any thing arising out of it, and /or about the performance of these presents or concerning any act or omission of the other party to the disputes or to any act which ought to be done by the parties in dispute or in relation to any matter whatsoever concerning this Agreement shall be shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Real Estate Regulating Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

(b) 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 Mapusa will have the jurisdiction for this Agreement.

XVII) The possession of the SAID APARTMENT has not yet been handed over to the PURCHASER/S/ALLOTEE/S.

SCHEDULE I

(DESCRIPTION OF WHOLE PROPERTY)

All that property known as " _____ " also known as _____ as per Survey records of Village _____ admeasuring an area of _____ Sq. mts surveyed under New Survey No. _____ situated in village _____ Goa, Sub- District of Bardez , District of North Goa, in the State of Goa, described in the Office of Land Registration Office of Bardez under No.

_____ of Book __, (New) and described under old Cadastral survey No. --
----- and enrolled in Taluka Revenue Office for the purpose of Matriz
Predial under No._____ and is more particularly delineated in red
boundary lines in the plan annexed to this Deed and is bounded as
under:-

On or towards the East:- By _____;

On or towards the West:- By _____;

On or towards the North: - By _____;

On or towards the South:- By _____;

SCHEDULE NO.II
(DESCRIPTION OF SAID PROPERTY)

(Area of the property (portion) coming under development during Phase
III)

All that property known as " _____ " also known as _____ as
per Survey records of Village _____ admeasuring an area of _____
Sq. mts surveyed under New Survey No._____ situated in village _____
Bardez Goa, Sub- District of Bardez , District of North Goa, in the State of
Goa, described in the Office of Land Registration Office of Bardez under
No._____of Book _____, (New) and described under old Cadastral survey
No. _____ and enrolled in Taluka Revenue Office for the purpose of
Matriz Predial under No._____ and is more particularly delineated in
red boundary lines in the plan annexed to this Deed and is bounded as
under:-

On or towards the East:-

On or towards the West:- _____,

On or towards the North: - _____,

On or towards the South:- _____

This parcel of land (of the WHOLE PROPERTY) is referred to as the SAID PROEPRTY for the purpose of Phase III development.

SCHEDULE - III

(The detailed description of the SAID APARTMENT)

Apartment No. ____ admeasuring approximately _____ **sq. mtrs** of super built up area (including the incidence of staircase and other common facilities) corresponding to built up area being _____ **sq.mtrs** and corresponding to carpet area being _____ **sq.mtrs** on the _____ **FLOOR** in ____ Building, along with one car park in the complex named as “_____” of the SAID PROPERTY . The SAID FLAT is shown delineated in red boundary line in the plan annexed.

SCHEDULE NO.IV

MODE OF PAYMENT

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

- (i) Amount of Rs. ____/- (_____) (not exceeding 30% of the total consideration) 10% to be paid to the BUILDER/SELLER/PROMOTER after the execution of Agreement

- (ii) Amount of Rs. ___/- (____) (not exceeding 45% of the total consideration) 25% to be paid to the BUILDER/SELLER/PROMOTER on completion of the Plinth of the SAID BUILDING.
- (iii) Amount of Rs. ___/- (____) (not exceeding 70% of the total consideration) 25% to be paid to the BUILDER/SELLER/PROMOTER on completion of the slabs including podiums and stilts of the SAID BUILDING
- (iv) Amount of Rs. ___/- (____) (not exceeding 75% of the total consideration) 5% to be paid to the BUILDER/SELLER/PROMOTER on completion of the walls, internal plaster, floorings doors and windows of the SAID APARTMENT
- (v) Amount of Rs. ___/- (____) (not exceeding 80% of the total consideration) 5% to be paid to the BUILDER/SELLER/PROMOTER on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said SAID APARTMENT.
- (vi) Amount of Rs. ___/- (____) (not exceeding 85% of the total consideration) 5% to be paid to the BUILDER/SELLER/PROMOTER on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the SAID BUILDING or wing in which the SAID APARTMENT is located.
- (vii) Amount of Rs. ___/- (____) (not exceeding 95% of the total consideration) 10% to be paid to the BUILDER/SELLER/PROMOTER on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth

protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the SAID BUILDING or wing in which the SAID APARTMENT is located.

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

Out of the amount of **Rs.....**/- of the total consideration **Rs.....**/- shall be the component of Earnest Money Deposit (EMD) as stipulated in Clause II (b) of this(e) Agreement (hereinabove).

SCHEDULE NO. V
STANDARD SPECIFICATIONS

1. **STRUCTURE**: The Building consists of a Reinforced Cement Concrete framed structure. The masonry in plinth is of laterite stone in cement mortar/concrete blocks. The masonry in superstructure is 20 cm thick laterite masonry / concrete blocks. All partition walls are of brick burnt masonry in cement mortar.
2. **PLASTER**: The Internal plaster is in one coat of cement mortar and finished with neeru. The external plaster in general is in two coats of cement mortar.
3. **FLOOR FINISH**: The SAID APARTMENT except the toilet is finished with vitrified tiles (basic rate of tiles: Rs.400/- per sq.m). The flooring

of the toilet is finished with ceramic tile in floor (Basic rate of ceramic tiles: Rs.350/- per sq.mt). Dado is provided upto full height with glazed tiles (Basic cost of glazed tile : Rs.350/- per sq.m.). The terrace slab is waterproofed and finished with Indian patent stone above it. The passages is provided with ceramic tile flooring (Basic cost Rs.350/- per sq.mtr).

4. **WINDOWS**: The Windows in general are of powder coated aluminum sliding type mounted on salwood frame. The toilet ventilators are in alluminium frame and glass louvered type mounted above salwood frame.
5. **DOORS**: Main door are of teak wood panelled shutter along with teak wood frame. All bedroom and balcony doors are flush doors. Toilet door's shutter are of HDPE along with Ferro Cement Frames. All door frames except toilet are of teak wood. All doors are provided with SS Fittings and SS Hinges. Main door accessories are in Brass.
6. **PAINTING**: Internal walls and ceiling are painted with 2 coats of Acrylic base Oil Bound Distemper. External walls are painted with 2 coats of water proof cement paint over a coat of primer.
7. **KITCHEN** : Cooking Platform with a stainless steel sink at one end is provided in the kitchen. The Platform is finished with black granite stone. The dado above platform and sink is provided with glazed tile upto 60 cm ht. The standard length of kitchen platform including sink is 8 Rft.

8. **TOILET/BATH** : Toilet is provided with European style W.C pan. The floor is of ceramic tile and having a glazed tile dado. Wash basin is provided in Toilet.
9. **DRAINAGE**: All sewage water is connected to the septic tank/sewerage line as per the requirements of the Local Authority.
10. **WATER SUPPLY**: Water is supplied to every Apartment through a common overhead tank provided for each Building which services all the Apartments. One underground sump and one electric pump is provided.
11. **ELECTRICAL INSTALLATION**: All wiring is in copper wire concealed in walls and slabs.

Electrical load of the SAID APARTMENT is distributed in the following manner:

- i) **Hall / Dining**: 3 Nos- 5 amps points, 4 Nos lighting points, 2 Nos fan points, 1 No. T.V Point (However it is to be noted that no provision for A.C Point has been provided in the Hall/Dining).
- ii) **Bedroom/s** : 1 No – 5 amps point, 2 Nos light points, 1 No fan point, 1 No- 15 amps point for the provision of A.C

iii) **Kitchen** : 2 Nos – 5 amps point, 3 Nos – 15 amps points, 2 Nos light points, 1 No. fan point (No provision is made for A.C point in the kitchen)

iv) **Toilets** : Each Toilet is provided with 1 No.– 5 amps point, 1 No. -15 amps point for water heater, 1 No. light point.

1 No – 5 amps point and light point is provided near the wash basin in the passage.

v) **General** : 1 No light point in the passage leading to the hall, 1 No light point above the entrance door, 1 No light point each in the balcony, 1 No light point in the passage outside the toilet have all been provided.

The total consumption load of electricity for the SAID APARTMENT is designed, as per the abovesaid electrical layout for 5 Kilo watts load for two Bed room Apartment and 6 Kilo Watts load for three Bedroom Apartment. The PURCHASER/S/ALLOTEE/S clearly understands the abovesaid electrical layout and expressly agrees to abide by the same and not make any variation which are likely to increase the design load, since the entire electric system comprising of switches, MCBs, main distribution box, internal wiring as well as wiring from the DB to the Electric Meter has been designed and installed taking into consideration the above load.

12. **EXTRA WORKS:** Any additional works desired by the PURCHASER/S, apart from those offered during booking and signing of Agreement for Sale, if permitted by the BUILDER/SELLER/PROMOTER, subject to overall approval of the authorities concerned, if need be, shall further be executed by the BUILDER/SELLER/PROMOTER and the PURCHASER/S/ ALLOTEE/S shall have to pay and deposit additional cost for such extra item work, in advance.

However further, in the event if the PURCHASER/S/ALLOTEE/S is insistent on the execution of certain extra work/s against the technical advise of the BUILDER/SELLER/PROMOTER; then in such an event the BUILDER/SELLER/PROMOTER shall not be responsible for the functional efficacy of the Particular item of extra work/s executed as per the desire of the PURCHASER/S/ ALLOTEE/S.

Further, after taking possession of the SAID APARTMENT, the PURCHASER/S/ALLOTEE/S without obtaining the requisite permission from the Planning & Development Authority or the Town & Country Planning Department and the Village Panchayat Authorities, shall not be entitled to execute any additional work/s in the SAID APARTMENT by way of alterations, modifications or enclosures. Further, even after obtaining such permission, the PURCHASER/S/ALLOTEE/S shall ensure that any repairs, additions, alterations done shall in no manner cause prejudice or affect the owners/occupiers of any other Apartments in the SAID BUILDING, and in any case of any seepage of water or other defects such as cracks etc. found/noticed by the occupiers/ owner of any other Apartments, then the PURCHASER/S/ALLOTEE/S S shall be solely responsible and liable for the same and the PURCHASER/S/ALLOTEE/S shall rectify the same and if necessary,

restore the shape of the structure as per the original approved plan. Further the PURCHASER/S/ALLOTEE/S shall indemnify the BUILDER/SELLER/PROMOTER if any of the other Apartment purchasers in the SAID BUILDING suffer damages to their Apartments and claim compensation on account of alterations or modifications carried out by the PURCHASER/S/ALLOTEE/S of the SAID APARTMENT

- ii) It is agreed by and between the BUILDER/SELLER/PROMOTER and the PURCHASER/S/ALLOTEE/S herein that all taxes, duties, levies especially GST levied/VAT leviable by the Central / State Government shall be in addition to the sale consideration of the SAID APARTMENT payable by the PURCHASER/S/ALLOTEE/S as per the stipulated percentage of the sale consideration of the SAID APARTMENT. Any enhancement / fresh tax (including CST) duty or levy made applicable during the tenure of the Project " _____ " till the date of handing over of the SAID APARTMENT will be charged extra as applicable and will be payable by the PURCHASER/S/ALLOTEE/S to the extent of the carpet Area of the SAID APARTMENT purchased.

14. GENERAL: The PURCHASER/S/ALLOTEE/S shall requisition for the new electric connection for the SAID APARTMENT from the respective Government Department.

- (a) The BUILDER/SELLER/PROMOTER shall provide the PURCHASER/S/ALLOTEE/S with the electrical test report to the effect that the works have been executed as per Government Regulations, which is sufficient for obtaining electrical connections.

- (a) The BUILDER/SELLER/PROMOTER shall provide electric connection to the SAID APARTMENT provided the PURCHASER/S/ ALLOTEE/timely

signs the necessary forms/ documents as stipulated by Goa Electricity Department required to obtain electricity connection. Any delay in this context, would lead to the delay in the completion time of the SAID APARTMENT to be handed over, for which the PURCHASER/S/ALLOTEE/S shall be solely responsible.

IN WITNESS WHEREOF the Parties hereto have set hands on the day and year first herein above mentioned.

SIGNED AND DELIVERED BY)
the withinnamed BUILDER/SELLER/PROMOTER)

_____)

represented herein by its)

Liaison Officer)

_____)

at Panaji)_____

Left hand finger prints Right hand finger prints

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SIGNED AND DELIVERED BY)

the withinnamed PURCHASER at 2.A above)

MR.)

at Mapusa Goa)

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SIGNED AND DELIVERED BY)
the withinnamed PURCHASER at 2.B above)
.....)

at) _____

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IN THE PRESENCE OF WITNESSES:

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