

AGREEMENT FOR CONSTRUCTION AND SALE

This Agreement for Construction and Sale is executed at Vasco da Gama, Goa, this ____ day of _____, 2018

BETWEEN

Mrs. MARIA SANTANA EREMITA VALES E D'CRUZ alias **SANTANA D'CRUZ**, wife of Mr. Joao Inacio Loiola da Cruz, Indian National, aged 64 years, business person, proprietress, trading and carrying on business under the name and style of "M/s Placiano Real Estate Developers", holding PAN ADXPD9431G, Aadhar No._____, residing at House No.53/I Alto Dabolim, Dabolim, Goa, represented herein by her duly constituted attorney **MR. JOAO INACIO LOIOLA DA CRUZ** alias **Mr. JOHN D'CRUZ**, Indian National, aged 63 years, businessman, holding PAN ADXPD9428P, Aadhar No._____, who is empowered vide Power of Attorney dated 01/04/2011 executed before Notary Adv. Vidhya Shet, Vasco da Gama, Goa under Reg.No.11519/2011 dated 01/04/2011 hereinafter called "THE OWNER CUM DEVELOPER" (which expression shall unless repugnant to the context or meaning thereof include her legal heirs, representatives, administrators, executors or assigns)

AND

Mr. /Mrs._____son/daughter/wife of_____, Indian National, aged _____, employed as _____, having PAN _____, Aadhar _____, residing at _____, hereinafter referred to as "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof include his/her legal heirs, representatives, administrators, executors or assigns)

WHEREAS, the OWNER CUM DEVELOPER is the owner of a plot of land identified as Plot No.2 admeasuring an area of 1702 square meters and forming part of a larger property known as "Piturllem", situated at Sancoale, more particularly described in Schedule-I hereunder written (hereinafter referred to as the SAID PLOT to avoid prolixity);

AND WHEREAS, the SAID PLOT was originally purchased in the name of one late Mrs. Irene Esmeralda Fernandes by her mother late Mrs. Maria Fernandes, widow of late Mr. Inacio Dos Inocentes Fernandes, vide a Deed of Sale dated 06/06/1968;

AND WHEREAS, the said late Irene Esmeralda Fernandes died a spinster on 24/08/2006, leaving behind a will duly registered with the Notary Public Ex-Officio of Ilhas in Book No.125 at pages 92 to 95, thereby bequeathing the SAID PLOT to Mr. Timothy Fernandes and Mr. Edward Fernandes;

AND WHEREAS, Timothy Fernandes married one Mrs. Emilia Fernandes and Mr. Edward Fernandes was married to late Mrs. Violet Fernandes;

AND WHEREAS, Mrs. Violet Fernandes expired on 12/11/2009, and upon her death, Inventory Proceedings bearing No.9/12/A were initiated before the Court of Civil Judge Senior Division at Vasco da Gama, Goa, upon the death of Mrs. Violet Fernandes;

AND WHEREAS, vide order of the Inventory Court dated 19/06/2013, Mr. Edward Fernandes and Ms. Carla Maria Fernandes inherited the estate of late Mrs. Violet Fernandes;

AND WHEREAS, consequent thereupon, Mr. Timothy Eusebio Anthony Fernandes, his wife Mrs. Emilia Fernandes, Mr. Edward Fernandes (widower) and his daughter Ms. Carla Maria Fernandes became the joint and exclusive owners of the SAID PLOT (hereinafter referred to as the PREDECESSORS IN TITLE);

AND WHEREAS, the said PREDECESSORS IN TITLE entered into an Agreement for Sale dated 30/11/2012 with the OWNER CUM DEVELOPER which was registered with the Sub-Registrar of Mormugao, under No.1657 at pages 154 to 205 of Book No.I, Volume No.1475 dated 26/12/2012, which was followed by a Deed of Rectification dated 17/12/2013 registered under Registration Number MOR-BK1-01800-201, CD Number MORD2 on 20/12/2013 for sale of the SAID PLOT while permitting the OWNER CUM DEVELOPER to develop the SAID PLOT;

AND WHEREAS, pursuant to the said Agreement, the OWNER CUM DEVELOPER was permitted to carry out develop the SAID PLOT, construct a building and to enter in agreements for sale in respect of the flats and other premises in the proposed building along with proportionate undivided share in the SAID PLOT;

AND WHEREAS, the OWNER CUM DEVELOPER constructed a building known as “Mardes Complex” on the norther portion of the SAID PLOT;

AND WHEREAS, the said PREDECESSORS IN TITLE, eventually sold the SAID PLOT to the OWNER CUM DEVELOPER herein vide Deed of Sale dated 07/01/2016 registered with the Sub-Registrar at Mormugao on 08/01/2017 in Book No.1, bearing Registration No.MOR-BK-00025-2016 bearing CD Number MORD12 in exchange of money and four flats in the said Mardes Complex;

AND WHEREAS, after having completed the construction of Mardes Complex, the OWNER CUM DEVELOPER has now undertaken the construction of a second building on the remaining southern portion of the SAID PLOT;

AND WHEREAS, the said structure shall be known as “OUR LADY OF NAJU” and the same shall be a four-storeyed residential building comprised of 8 flats and stilt parking (hereinafter referred to as the SAID BUILDING to avoid prolixity);

AND WHEREAS, towards the construction of the SAID BUILDING, the OWNER CUM DEVELOPER has obtained Construction License No.9/2017/18 dated 11/04/2017 from the Village Panchayat of Sancoale and Development Permission bearing Reference No.MPDA/7-F-82/2016-17/1293 dated 23/12/2016 from the Mormugao Planning and Development Authority;

AND WHEREAS, the PURCHASER has approached the OWNER CUM DEVELOPER with a request to construct and sell to the PURCHASER a flat in the SAID BUILDING;

AND WHEREAS, the OWNER CUM DEVELOPER has agreed to construct and sell to the PURCHASER a Flat bearing No.____ admeasuring a super built up _____ sq.mtrs., on the _____ floor, more particularly described in SCHEDULE-II hereinunder written, along with the corresponding undivided share in the SAID PLOT (hereinafter referred to as THE SAID FLAT to avoid prolixity) under the terms and conditions specified hereinbelow;

AND WHEREAS the OWNERS are entitled and authorized to construct buildings on the “SAID PROPERTY in accordance with the recitals herein above;

AND WHEREAS the Owner’s/ Transferor’s are in possession of the “SAID PROPERTY;

AND WHEREAS the Owner’s / Transferor’s has proposed to construct on the project land 08 Nos of flat hereinafter referred to as “SAID PROJECT”.

The PURCHASER/S /ALLOTEE/S has/have approached the **OWNERS / TRANSFERORS** after having seen and verified **all** documents pertaining to the title of the SAID PROPERTY all plans, layout, specifications and as well as the overall ‘Scheme of Development’ of the “SAID PROPERTY for Allotment / purchase of a Residential Apartment, in **“OUR LADY OF NAJU”** being constructed on the “SAID PROPERTY” in Building, (hereinafter referred to as the **SAID BUILDING**), situated onFloor and which Apartment is duly identified herein as Apartment No., having a Carpet area ofsq. mtrs, and a corresponding super built-up area of ____sq. mts., along with sq.mts. 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 bearing No. _____, hereinafter referred to as the SAID APARTMENT more particularly described in **SCHEDULE NO. III** hereinafter written.

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

The **OWNERS / TRANSFERORS** has appointed an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

The OWNERS / TRANSFERORS has registered the “**OUR LADY OF NAJU**” 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 of the same is attached hereto.

The **OWNERS / TRANSFERORS** has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the **OWNERS / TRANSFERORS** accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

And whereas on demand from the PURCHASER/S ALLOTEE/S, the **OWNERS / TRANSFERORS** 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 **OWNERS / TRANSFERORS** Architects 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.

The authenticated copies of Certificate of Title issued by the Advocate/legal Practitioner of the **OWNERS / TRANSFERORS**, showing the nature of the title of the **OWNERS / TRANSFERORS**, to the SAID PROPERTY on which the Apartments are to be constructed have been **annexed hereto**.

The authenticated copies of the plans of the Layout as proposed by the **OWNERS / TRANSFERORS** and as approved by the Village Panchayat of Sancoale and according to which the construction of the buildings and open spaces are proposed to be provided for on the “SAID PROPERTY have been annexed hereto.

And whereas the authenticated copies of the plans and specifications of the **SAID APARTMENT / FLAT** agreed to be purchased by the **PURCHASER/S/ALLOTEE/S**, as sanctioned and approved by the Village Panchayat of Sancoale forms a part of this Agreement.

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 **OWNERS / TRANSFERORS** while developing the “SAID PROPERTY” and the building 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.

The **OWNERS / TRANSFERORS** has accordingly commenced construction of the said buildings which are being constructed on the “SAID PROPERTY” in accordance with the said proposed plans.

The **OWNERS / TRANSFERORS** and the **PURCHASER/S/ALLOTEE/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.

In Accordance with the terms and conditions set out in this Agreement, the **OWNERS / TRANSFERORS** 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 II.**

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

And whereas, under section 13 of the SAID ACT the OWNERS / TRANSFERORS 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.

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

NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION AND SALE WITNESSES AS UNDER:

I. PREMISES:

- (a) The OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS, hereby agrees to purchase and acquire the SAID APARTMENT inclusive of one stilted Car Park, as per the Scheme of development and the OWNERS / TRANSFERORS 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 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,

- (c) The total aggregate consideration amount for the apartment including covered car parking spaces is thus Rs./-.

(d) 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 Owner's / Transferor's 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 Owner's / Transferor's after the execution of Agreement.
- ii. Amount of Rs./- (.....) (not exceeding 45% of the total consideration) to be paid to the Owner's / Transferor's on completion of the Plinth of the building or wing in which the said Apartment is located or onwhichever is earlier.
- iii. Amount of Rs./- (.....) (not exceeding 70% of the total consideration) to be paid to the Owner's / Transferor's 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 Owner's / Transferor's 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 Owner's / Transferor's 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 Owner's / Transferor's 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 Owner's / Transferor's 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.
- (e) The Total Price above excludes Taxes (consisting of tax paid or payable by the Owner's / Transferor's 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 Owner's / Transferor's) up to the date of handing over the possession of the [Apartment/Plot].
- (f) 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 OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS 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.
- (g) The BUILDER/SELLER/PROMOTER warrants that:
 - i. They have rights and possession of the SAID PROPERTY and the individual Apartments constructed thereon at **"OUR LADY OF NAJU"**.
 - ii. The "SAID APARTMENT" shall conform to the Standard Specifications detailed in SCHEDULE-IV of this Agreement.

- (h) The OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS. If there is any reduction in the carpet area within the defined limit then OWNERS / TRANSFERORS shall refund the excess money paid by PURCHASER/S/ALLOTEE/S within 45 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 OWNERS / TRANSFERORS 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.
- (i) The PURCHASER/S/ALLOTEE/S authorizes the OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS may in its sole discretion deem fit and the PURCHASER/S/ALLOTEE/S undertakes not to object/demand/ /direct the OWNERS / TRANSFERORS to adjust his payments in any manner.
- (j) OWNERS / TRANSFERORS may allow, in its sole discretion, a rebate for early payments of equal installments 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 a PURCHASER / ALLOTEE by the OWNERS / TRANSFERORS

II. **CONSIDERATION:**

- (a) In consideration of the purchase of the SAID APARTMENT inclusive of the Stilted Car Park, 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 III, hereinafter written as per the mode of payment specified in SCHEDULE No. IV to be in line with the progress of construction provided therein.

(b) Out of the amount of Rs...../- of the total considerations...../- shall be the component of Earnest Money Deposit (EMD).

(c) Time is essence for the OWNERS / TRANSFERORS as well as for the PURCHASER/S/ALLOTEE/S. The OWNERS / TRANSFERORS 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 PURCHASER/S/ALLOTEE/S having paid all the consideration and other sums due and payable to the OWNERS / TRANSFERORS as per the Agreement. Similarly, the PURCHASER/S/ALLOTEE/S shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the OWNERS / TRANSFERORS as provided in the Payment Schedule.

(d) **The OWNERS / TRANSFERORS** declares that the Floor Area Ratio (F.A.R) available as on date in respect of the SAID PROPERTY is and the OWNERS / TRANSFERORS 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 **OWNERS / TRANSFERORS** by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to **OWNERS / TRANSFERORS** only.

(e) The PURCHASER/S/ALLOTEE/S agrees to pay to the OWNERS / TRANSFERORS interest as specified, on all the delayed payment which become due and payable by the PURCHASER/S/ALLOTEE/S to the OWNERS / TRANSFERORS under the terms of this Agreement from the date the said amount is payable by the PURCHASER/S/ALLOTEE/S to the OWNERS / TRANSFERORS. Without prejudice to the right of OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS 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. III 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 OWNERS / TRANSFERORS shall without prejudice to the other rights reserved, be at liberty to terminate this Agreement. Provided the OWNERS / TRANSFERORS 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 PURCHASE/S/ALLOTEE/S within the period of notice then at the end of such notice period, OWNERS/TRANSFERORS/ shall be entitled to terminate this Agreement.

The OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS and the OWNERS / TRANSFERORS shall not be liable to pay to the PURCHASER/S/ALLOTEE/S any interest on the amount so refunded.

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

(f) The OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS in the SAID BUILDING and the SAID APARTMENT as are set out in SCHEDULE IV.

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

(a) The OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS 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) The 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 OWNERS / TRANSFERORS promptly.

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 OWNERS / TRANSFERORS in his capacity as a CHIEF PROMOTER as envisaged hereinafter under this Agreement.

(b) The OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS.

c) Upon receiving a written intimation from the OWNERS / TRANSFERORS the PURCHASER / S /ALLOTEE / S shall take possession of the SAID APARTMENT from the OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS to the PURCHASER/S/ALLOTEE/ intimating that the SAID APARTMENT is ready for use and occupancy and the OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS, 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 “OUR LADY OF NAJU” and the buildings constructed thereon.

The responsibility / liability for maintenance of the SAID APARTMENT in “**OUR LADY OF NAJU**” 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 “**OUR LADY OF NAJU**” shall solely be that of the respective Purchaser/s.

d) The OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS shall not incur any liability if they are unable to deliver possession of the SAID APARTMENT by the date stipulated in Clause No.II (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 OWNERS / TRANSFERORS and in any of the aforesaid events the OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS fails to abide by the time schedule for completing the project and handing over the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S, the OWNERS / TRANSFERORS 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. II (e) above, the OWNERS / TRANSFERORS 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.II (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 OWNERS / TRANSFERORS terminating the Agreement, in which event, the OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS shall also pay to the PURCHASER/S/ALLOTEE/S by way of liquidated damages in respect of such termination an amount of Rs.25,000/- 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 OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS 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 Building **“OUR LADY OF NAJU”**. In case the ALLOTEE/S desires to let out the SAID APARTMENT on rent/lease, then 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 OWNERS / TRANSFERORS 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 **“OUR LADY OF NAJU”**.

(j) The PURCHASER/S/ALLOTEE/S shall not transfer, assign or part with their interest or benefit factor of this Agreement or receive possession of the SAID APARTMENT or parking area/slot until all the dues payable by them to the OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS.

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 OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS, 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 in cracks and dampness or any other defect within or to the adjoining Apartment/s then in such an event the OWNERS / TRANSFERORS shall not be liable to rectify or pay compensation but the OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS 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 whosoever hands the Apartment may come, hereby covenants with the OWNERS / TRANSFERORS 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 tenantable 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 OWNERS / TRANSFERORS 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 tenantable 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, Pardis or other structural members in the SAID APARTMENT without the prior written permission of the OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS.

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 OWNERS / TRANSFERORS shall not be responsible for any default in payment of such taxes thereafter.

b) Within 30 days after notice in writing is given by the OWNERS / TRANSFERORS 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 "OUR LADY OF NAJU".

VII. VARIATION IN PLANS:

(a) The OWNERS / TRANSFERORS 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) Under no circumstances the PURCHASER/S/ALLOTEE/S shall be permitted to make any structural changes or any other change in the SAID APARTMENT nor any such request shall be entertained from the PURCHASER/S/ALLOTEE. 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 IV hereafter written, subject to the overall approval of the authorities concerned, than in such an event the OWNERS / TRANSFERORS shall not be responsible for the functional effectiveness and efficacy of the extra item of work.
- (c) The OWNERS / TRANSFERORS shall be entitled to seek revision of plans, of the buildings, without the requirement of consent from the PURCHASER/S/ALLOTEE/S, if such revision is legally permissible and provided the said revision does not effect the said Apartment in any manner.

VIII. FORMATION OF ENTITY:

a) The OWNERS / TRANSFERORS shall form an ASSOCIATION/ ENTITY within 3 months from the date on which at least 51 per cent of the total number of allottees in the project OUR LADY OF NAJU have taken possession of their Apartment. Upon realization by the OWNERS / TRANSFERORS of the full payment of the amounts due and payable to them by all the Purchasers of all the Apartments in the SAID PROPERTY, the OWNERS / TRANSFERORS shall facilitate the PURCHASER/S/ALLOTEE/S along with other allottee(s) in his capacity as CHIEF PROMOTER (being Owner / Promoter of the SAID PROPERTY in forming and registering an Apex Body in the form of SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION /LIMITED COMPANY 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 OWNERS / TRANSFERORS may decide for owning and/or maintaining the SAID PROPERTY /Developed Area and in getting conveyed the "SAID PROPERTY" 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 PROPERTY 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 PROPERTY 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 OWNERS / TRANSFERORS within seven days of the same being forwarded by the OWNERS / TRANSFERORS to the PURCHASER/S/ALLOTEE/S, so as to enable the OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS 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 by/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 OWNERS / TRANSFERORS and of the other Apartment purchasers in **“OUR LADY OF NAJU”** Complex.
- e) 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 **“OUR LADY OF NAJU”** 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 OWNERS / TRANSFERORS in respect of any matter concerning the SAID PROPERTY or the SAID APARTMENT or the said COMPLEX **“OUR LADY OF NAJU”** or this Agreement.
- f) The OWNERS / TRANSFERORS shall be in absolute control of unsold Apartments in **“OUR LADY OF NAJU”** 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 OWNERS / TRANSFERORS.
- h) The PURCHASER/S/ALLOTEE/S shall pay to the OWNERS / TRANSFERORS their proportionate share for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at Law/Advocates of the OWNERS / TRANSFERORS 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

- a. It is clearly agreed and understood that the responsibility / liability with respect to the common amenities of **“OUR LADY OF NAJU”** is exclusively that of the Purchaser/s (including the PURCHASER/S/ALLOTEE/S herein) of various premises in **“OUR LADY OF NAJU”** and or the SOCIETY/ENTITY/ GENERAL SOCIETY / ASSOCIATION/LIMITED COMPANY.

- b. The PURCHASER/S /ALLOTEE/S of Apartment shall deposit with the OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS such amount as may be decided by the OWNERS / TRANSFERORS 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 PROPERTY” 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 OWNERS / TRANSFERORS to the PURCHASER/S /ALLOTEE/S that the SAID APARTMENT is ready for use and occupancy. The OWNERS / TRANSFERORS 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 PROPERTY as they may deem fit and proper depending upon the exigencies of the situation from time to time.
- (e) Provided, further, the PURCHASER/S /ALLOTEE/S within 30 days after notice in writing is given by the OWNERS / TRANSFERORS to the PURCHASER/S /ALLOTEE/S that the SAID APARTMENT is ready for use and occupancy, shall be required to pay to the OWNERS / TRANSFERORS maintenance charges of Rs/- (Rupees Only) per quarter, due and payable in advance by the 5th of every quarter (ie. March/June/September/December), 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 two quarters will be collected in advance. It is further agreed by and between the Parties herein that the OWNERS / TRANSFERORS shall operate a separate account (S.B./Current Account) in a Nationalized Bank in respect of the aforesaid funds under clause IX as stated hereinabove which shall be operated solely by the OWNERS / TRANSFERORS 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.

(f) 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 OWNERS / TRANSFERORS 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.

(g) The OWNERS / TRANSFERORS 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.

(g) The OWNERS / TRANSFERORS 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.

(h) The OWNERS / TRANSFERORS 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) 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 and the maintenance of GREVA PLAZA Complex. The OWNERS / TRANSFERORS shall not be responsible for any default in payment of such payments thereafter, vicariously or otherwise.

- (b) It is clearly agreed and understood by the PURCHASER/S /ALLOTEE/S that the OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS shall not be held responsible for any accidents or thefts occurring within the precincts of **“OUR LADY OF NAJU”** Complex.

XI. INCREASE IN MAINTENANCE DEPOSIT ETC.

If the OWNERS / TRANSFERORS 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 PROPERTY” **“OUR LADY OF NAJU”** Complex including the Buildings thereon, then in such a situation the OWNERS / TRANSFERORS 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 / 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 OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS 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. 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 PROPERTY and of the plans/ approvals/ license relating to the SAID PROPERTY or SAID APARTMENT and the Complex **“OUR LADY OF NAJU”**.

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/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 built up area of the Apartment. Similarly with respect to the terraces of all the buildings of the said phase the purchaser/s /allotee/s thereto 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 OWNERS / TRANSFERORS shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the SAID PROPERTY and/or in the “OUR LADY OF NAJU”, 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 OWNERS / TRANSFERORS may require from them from time to time in this behalf for safeguarding, interalia, the interest of the OWNERS / TRANSFERORS and the PURCHASER/S/ALLOTEE/S as well.
- d) That all notices to be served on the PURCHASER/S/ALLOTEE/S and the OWNERS / TRANSFERORS as contemplated by this Agreement shall be deemed to have been duly served if sent to the PURCHASER/S/ALLOTEE/S or the OWNERS / TRANSFERORS by

Registered Post A.D. or notified Email ID/Under Certificate of Posting/
Courier service agency at their respective addresses specified below:

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It shall be the duty of the PURCHASER/S/ALLOTEE/S and the OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS as the case may be.

- e) The PURCHASER/S / ALLOTEE/S hereby give/s his/their express consent to the OWNERS / TRANSFERORS to raise any loans against the SAID PROPERTY and/or “OUR LADY OF NAJU” 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 OWNERS / TRANSFERORS 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.

- f) 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 OWNERS / TRANSFERORS 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.10,000/- (Rupees Ten thousand only) per transaction as transaction fee to meet the Professional charges of the Advocate. Further, the OWNERS / TRANSFERORS shall be a CONFIRMING PARTY in the subsequent agreement of transfer, as above mentioned and effect any sale, conveyances, assignment, etc., of the same.

- g) 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 buyer to the OWNERS / TRANSFERORS and undertake to obtain consent of the OWNERS / TRANSFERORS for the said transfer.
- h) 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.
- i) 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 PROPERTY 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/her and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the OWNERS / TRANSFERORS until the SAID PROPERTY and the structure of the buildings is transferred to the SOCIETY/ENTITY/GENERAL SOCIETY/ASSOCIATION/LIMITED or proportionately to the PURCHASER'S /ALLOTEE'S.
- j) After the OWNERS / TRANSFERORS 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.
- k) 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 PROPERTY/SAID BUILDING, as the case may be.

- l) Right to amend.— This Agreement may only be amended through written consent of the Parties.
- m) 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.
- n) 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 OUR LADY OF NAJU 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 OUR LADY OF NAJU.
- o) 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.
- p) Place of execution.— The execution of this Agreement shall be complete only upon its execution by the OWNERS / TRANSFERORS through its authorized signatory at the OWNERS / TRANSFERORS office, or at some other place, which may be mutually agreed between

the OWNERS / TRANSFERORS and the PURCHASER/S/ALLOTEE/S, after the Agreement is duly executed by the PURCHASER/S/ALLOTEE/S and the OWNERS / TRANSFERORS 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 Vasco-Goa.

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

- q) Joint allottees.— That in case there are Joint Allottees all communications shall be sent by the OWNERS / TRANSFERORS 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.
- r) Stamp Duty and Registration.— The charges towards stamp duty and Registration of this Agreement shall be borne by the PURCHASER/S / ALLOTEE/S.

XIII. REPRESENTATIONS AND WARRANTIES OF THE

OWNERS / TRANSFERORS

The OWNERS / TRANSFERORS hereby represents and warrants to the PURCHASER/S/ALLOTEE/S as follows:—

- (i) The OWNERS / TRANSFERORS have clear and marketable title with respect to the SAID PROPERTY as declared in the **title report** and has the requisite rights to carry out development upon the SAID PROPERTY and also has actual, physical and legal possession of the SAID PROPERTY for the implementation of the Project OUR LADY OF NAJU;

- (ii) The OWNERS / TRANSFERORS has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project OUR LADY OF NAJU and shall obtain requisite approvals from time to time to complete the development of the project OUR LADY OF NAJU;
- (iii) There are no encumbrances upon the SAID PROPERTY or the project OUR LADY OF NAJU;
- (iv) There are no litigations pending before any Court of law with respect to the SAID PROPERTY or the project OUR LADY OF NAJU;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the SAID PROPERTY or the project OUR LADY OF NAJU 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 PROPERTY or the project OUR LADY OF NAJU and SAID BUILDING shall be obtained by following due process of law and the OWNERS / TRANSFERORS has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the SAID PROPERTY or the project OUR LADY OF NAJU/ SAID BUILDING / and common areas;
- (vi) The OWNERS/VENDORS and OWNERS / TRANSFERORS 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;
- (vii) The OWNERS / TRANSFERORS have 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 PROPERTY or the project OUR LADY OF NAJU or the SAID APARTMENT which will, in any manner, affect the rights of PURCHASER/S /ALLOTEE/S under this Agreement;

- (viii) The OWNERS / TRANSFERORS confirms that the OWNERS / TRANSFERORS are not restricted in any manner whatsoever from selling the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed of the structure to the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY of Allottees or PURCHASERS / ALLOTEES of OUR LADY OF NAJU Complex the OWNERS / TRANSFERORS 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 or PURCHASEES / ALLOTEES of OUR LADY OF NAJU Complex.
- (x) The OWNERS / TRANSFERORS 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 PROPERTY or the project OUR LADY OF NAJU 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 OWNERS / TRANSFERORS in respect of the SAID PROPERTY or the project OUR LADY OF NAJU.

XIV. BINDING EFFECT:-

Forwarding this Agreement to the PURCHASER/S / ALLOTEE/S by the OWNERS / TRANSFERORS does not create a binding obligation on the part of the OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS. If the PURCHASER/S / ALLOTEE/S fails to execute and deliver to the OWNERS / TRANSFERORS 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 OWNERS / TRANSFERORS, then the OWNERS / TRANSFERORS 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 / agreement 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.

XV. 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 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 Vasco will have the jurisdiction for this Agreement.

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

SCHEDULE I

DESCRIPTION OF THE SAID PLOT/PROPERTY

All that Plot No.2 (including palm grove and other trees) in the property known as “Piturlem”, admeasuring an area of 1702 square meters, situated at Sancoale, Taluka of Mormugao, surveyed under Survey No.276/3 of Sancoale Village, Taluka of Mormugao, South Goa, Goa described in the Land Registration Office of Salcete under No.3595 of old series and under Matiz No.450 and 460, and which is bounded as under:

On the East : with the plot “Gina” of heirs of Jose Filipe Cruz, from Loutolim

On the West: with the plot “Xira” of heirs of Deugo Naique

On the North : With the field of Comunidade of Sancoale

On the South : with the top of hill

SCHEDULE – II

DESCRIPTION OF THE SAID FLAT

Flat No. _____ in the building “OUR LADY OF NAJU”,
admeasuring an a super built up area of _____ square meters, constructed
in the SAID PLOT and bounded as under:

ON THE EAST:

ON THE WEST:

ON HE NORTH:

ON THE SOUTH:

SCHEDULE NO.III

MODE OF PAYMENT

(Schedule of payment)

Installment No.	Particulars	Amount Payable (Rs.)
1.	On Signing of Agreement	
2.	On Completion of Plinth	
3.	On Completion of Stilt Slab	
4.	On Completion of 1 st Floor Slab	
5.	On Completion of 2 nd Floor Slab	
6.	On Completion of 3 rd Floor Slab	
7.	On Completion of 4 th Floor Slab	
8.	On Completion of Internal Masonary	
9.	On Completion of External Plastering	
10.	On Completion in all respects and handing over possession of flat	

In addition to the above payments the PURCHASER/ALLOTEE shall make payments of the applicable G.S.T. and other taxes and all payments and taxes that may become due under any statute or law.

SCHEDULE – IV

SPECIFICATIONS

1. **Structure** : The Building will have RCC framed structure of columns, beams and slabs. The top slab shall be waterproofed. The external walls will either of laterite stone, masonry or double brick masonry and the partition walls shall be single brick.
2. **Flooring** : Verified flooring shall be provided of which the landed cost shall not exceed Rs. 550/- M².
3. **External Decor** : The bldg., will be provided with double coat sand faced cement plaster and painted with 2 coats of cement paint. Alternatively a coat of synthetic resin based plaster on a single coat sand faced cement plaster.
4. **Internal Decor** : Cement plaster with Neeru finish or wall putty with 2 coats of Oil Bound Distemper Paint.
5. **Doors** :
 - a. **Frames** : Shall be of sal/matti wood or equivalent.
 - b. **Main Door Shutters** : Veneered & polished Flush shutter / moulded skin door
 - c. **Internal Doors** : Painted flush door shutter
6. **Windows**: Aluminum Powder coated windows to be provided with 2mm thick Glass.
7. **Hardware fittings**: The main door will have good quality night latch.
8. **Electrical Installations**: The electrification will be concealed and have fittings as per I.S.I. specifications. The points provided will be as per layout.
9. **Water Tank**: Over- head tank of R. C. C will be provided with waterproofing treatment or shall be a plastic Water Storage Tank.
10. **Kitchen Platform**: The kitchen platform (5 r.ft.) will consist of a stainless steel

sink and a granite top. The platform dado will be of ceramic tiles up to the height of 60 cms. from the platform.

11. **Bathroom**: The flooring and dado shall be of Ceramic tiles of which the landed cost shall not exceed Rs. 300/- M2.
12. **Toilets** : There shall be toilets as shown in the plan and every independent unit consisting of a European W.C., a shower rose and awash basin 22" x 16". Floors and walls shall be in Ceramic tiles upto a height of 6 feet.
13. **Extra Work** : Incase of any extra works or fittings desired by the Prospective Purchaser other than above specified ones, then the Prospective Purchaser will be charged extra as per prevailing market rates & such extra costs will be required to be deposited with the OWNERS prior to commencement of the said extra work.

SIGNED AND DELIVERED ON BEHALF OF THE WITHIN NAMED
OWNER CUM DEVELOPER

JOAO INACIO LOIOLA DA CRUZ

L.H.I

R.H.I.

1.

1.

2.

2.

3.

3.

4.

4.

5.

5.

SIGNED AND DELIVERED

BY THE WITHINNAMED PROSPECTIVE PURCHASER

1. SHRI.

L.H.I.

R.H.I

1.

1.

2.

2.

3.

3.

4.

4.

5.

5.

In the presence of:

1.

2.

ANNEXURES (as mentioned in the agreement)

Received of and from the Allottee above named the sum of
Rupees on execution of this agreement
towards Earnest Money Deposit or application fee

I say Received

The Owner's Transferor's