

## Model Form of Agreement

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 at .....hereinafter 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 there abouts 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 the ..... phase 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 of .....sqmts 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/or ..... podium 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 as mentioned in Annexure-B), 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 20/03/2022. 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.

(iii) other instances for granting of reasonable extension of time are detailed out in Annexure-C

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 [Apartment/Plot], 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 [Apartment/Plot] 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 Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. 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. Further, the Allottee would also be subject to penalties levied by the Promoter as detailed out in Annexure-B

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. Further details pertaining to Defects Liability are detailed out in Annexure-A.

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) 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 after deduction of penalties detailed out in Annexure-B.

## 19. ENTIRE AGREEMENT

**i.** 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. The Allottee confirm that the Promoter shall not be held liable for any terms or clauses mentioned in the draft Agreement that is uploaded on the website of the Real Estate Regulation Authority.

## 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.

**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 Promoter/s.

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**Annexure-A**  
**Defect Liability:**

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.

Subject to Allottee(s) adhering strictly to the Said Unit use and maintenance manual, normal wear and tear, and Warranty Exceptions if within a period of such period, but not exceeding 5 (five) years commencing from the date of offer for Possession of Said Unit, as required under applicable law, Allottee(s) brings to the notice of the Promoter any structural defect in the Said Unit or the Project Building or any structural defect on account of workmanship, quality or provision of service, then:

(a) where such defect or damage is on account of and attributable solely to the Promoter failing to exercise diligence in construction of the Project Building and/or Said Unit, the Promoter shall rectify the identified defect at its own cost,

1) Once a defect is informed to the Promoter via mail or letter or a whatsapp communication by the affected Allottee(s), the Promoter shall send his/her/its/their agent in order to verify the said defect and upon verification if it found that the defect is of genuine nature, the Promoter shall take responsibility to rectify the said defect within 30 days of receipt of such letter from Allottee(s) or mutually agreed reasonable time, depending on the nature of work so caused.

2) 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;

3) The warranty period does not in any circumstance renew for a fresh period of 5 years or any other period of time after work is carried out by the Promoter to repair/rectify a defect.

(b) where such defect or damage has occurred on account of the Allottee failing to maintain the said Said Unit and/or Building Society failing to maintain Common Areas and Facilities and Amenities at the required standards, the Promoter shall provide the Allottee(s) and/or Building Society, an estimate of the cost of repairs, and upon receiving written acceptance of such estimate and willingness to bear the cost from the Allottee(s), the Promoter shall proceed to carry out the repairs so identified.

(c) **Warranty Exceptions:** This warranty shall not be applicable or extend to or shall become void in the following cases :

1) Minor/permissible change/variation, hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc.

2) In case the Allottee carries out any work within the Said Unit after taking possession such as structural or architectural changes from the original design attributes, demolition, dismantling, making

openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the premises other than for its intended purpose;

3) In case the Allottee carries out any work within the Said Unit after taking possession, resulting in cracks and dampness, or any other defect within or to the adjoining Said Unit/shop, 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 at nominal charges.

4) any structure/item/specification that is broken or damaged due to mishandling, misuse, wear-and-tear or due to inadequate preventive maintenance by the Allottee(s) or his/her/their/its tenants or occupants of the Said Unit.

5) Extra Items & Changes including materials supplied/procured/delivered by the Allottee(s).

6) damage due to mishandling/misuse/wear and tear due to any construction/addition/alteration/modification in or of the Said Unit installed or carried out by the Allottee(s) or his/her/their/its agent(s) or due to the result of said damages being caused due to activities/actions of other Allottees or Society after the Promoter has handed over possession of the Said Unit or during any furnishing and interior decoration thereof by the Allottee(s).

7) any use that the Said Unit may be put to in contravention of the terms and conditions herein.

8) Structural defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.

9) Structural defects induced anyhow by failure of waterproofing system(s) of the premises or the building.

10) Structural defects induced by Force Majeure situations, such as war, flood, act of God, explosions of any kind by terrorist, Civil Commotion, etc.

11) Structural defects occurring in the Said Unit or Project Building that has undergone civil renovations.

12) In the event of any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned hereinabove) after the handing of possession of the said Apartment to the allottee, the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee(s) and the Allottee(s) alone shall be liable to rectify and reinstate the same at its own costs and expenses.

13) The Promoter is not directly liable but shall pass on the warranty/liability/guarantee on any bought-out item/specification/fixtures including but not limited to electrical, plumbing, joinery or other fittings and fixtures such as sanitary fittings, switches, etc. that is/are provided/covered by the manufacturer/third party/Vendor. The Promoter/Manufacturer/Third Party/Vendor shall not be liable for the such items once the warranty provided by the Manufacturer/Third Party/Vendor expires.

14) Items excluded from warranty and defect liability, limited to the warranty/guarantee provided by the Third Party/Supplier/Vendor/Manufacturer are:

(i) Doors – including shutters, frames and Architraves – are provided considering normal wear and tear. There shall be no guarantees on abuse. Polishing and laminates are also not covered.

(ii) Hardware for doors - such as handles, hinges, tower bolts, magnetic eye, door stoppers, screws, anchors, foam filling, adhesives and locks.

(iii) UPVC windows – sections – complete with architraves, hardware, insect mesh, components of UPVC windows such as rollers etc., and glass.

(iv) Sanitary and plumbing fixtures (including traps) – any defects arising not out of manufacturing for pipes and fixtures.

(v) Tiles for flooring and dado.

(vi) Natural stones – thresholds/cooking platform/counters for washbasins.

(vii) SS sink – set complete for defects arising NOT out of manufacturing.

(viii) Conduits used for electrical works, cables/wires.

(ix) All Electrical switches/sockets including cover plates – not arising out of manufacturing.

- (x) Fire fighting – hose reel and sprinklers, supply lines/joints, if any.
- (xi) Railings – in glass, stainless steel, MS, against rusting and breakage.
- (xii) Limited warranty as available from the manufacturer is only covered for Equipment's used for lifts, water supply, solar water heaters, light posts, lightning arrestors, earth pits, AC Said Units, pumps, panels, switch gear, diesel generators, PA system, Intercom – equipment and EPABX , Transformers, CCTV and allied works, if any.
- (xiii) Limited warranty against waterproofing – covered up to the warranty provided by the vendors for this activity.
- (xiv) any other fixture provided such as signage's, post boxes, lockers provided at Community Hall, including the furniture, light fixture, exhaust fans, etc., All false ceiling materials provided for lobbies and toilets.
- (xv) Paints for the Said Unit as well as external, Marking for driveways, parking marking, column edge protections, road/drive way humps, pavers, traffic – mirrors.
- (xvi) STP's, WTP's, Panels, and all other service equipment – with limited warranty as provided by the manufacturer.
- (xvii) Concrete slabs/beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (being inherent properties of concrete) for years after construction.
- Allottee(s) may also see cracks in finishes, flooring, ceiling, slab, gypsum or other fixtures or fittings or amenities as a result of such slab/beam deflection. Such cracks can also occur and be caused by any renovation and/or alterations carried out by Allottee(s) in his/her/its/their Apartment or any other Allottees/occupants of the other flats in them Project Building. Allottee(s) agrees and acknowledges that Promoter cannot reasonably be expected to carry out, monitor, or supervise renovation, alteration and fit-out works in each apartment and therefore agree(s) and covenant(s) not to hold Promoter liable and/or responsible for any such defects, deficiencies, faults, cracks, or blemishes arising out of inherent properties of concrete and/or caused due to any renovations, alterations, changes, modifications, or fit-out carried out by the Allottee(s) in his/her/its/their Apartment or any other Allottees/ occupants of the Project Building.

**ANNEXURE-B**  
**PENALTIES ON DEFAULT:**

**A. Defaults/Penalties due delay in due payments**

The Allottee(s) shall make timely payments of the outstanding, amounts due and payable (including the Allottee(s)'s proportionate share of taxes levied by concerned local authority, Additional Outgoings, provisional Common Maintenance charges, etc.) payable by him/her/it/them and meeting the other obligations under this Agreement. Time is of essence, with respect to the Allottee(s)'s obligations to pay all such amounts as mentioned in this Agreement and also to perform or observe all the other obligations of the Allottee(s) under this Agreement.

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.

Payment of outstanding amounts and interests/penalties (if any) due and payable shall have to be paid by the Allottee(s) within fifteen (15) days from the Promoter's Demand Letter, failing which the Promoter shall be entitled to charge interest as per applicable law (which presently states that the interest shall be calculated at the prevailing SBI MCLR + 2%) on all delayed payments. Payment within time would be deemed to be essence of the terms of these presents. Part payments shall not be accepted. The Allottee(s) agrees to pay to the Promoter the outstanding amounts including interest (if any) as mentioned hereinabove, from the due date till the date of receipt of amounts or realization of the cheque/payment by the Promoter, whichever is later.

Without prejudice to the rights of the Promoter to charge interest in terms of the clauses herein, upon the Allottee(s) committing breach of any of the terms of the Agreement including default in payment of any outstanding amount, due and payable by the Allottee(s) to the Promoter under this Agreement (including his/her/its/their proportionate share of taxes levied by concerned local authority and other outgoings), the Company shall issue a notice of such default to the Allottee(s) and the Allottee(s) shall be provided with a period of fifteen (15) days from the date of such notice to cure the said default or breach. In the event that the Allottee(s) fails to cure such default or breach, within fifteen (15) days from the date of notice (or such default or breach is not capable of being rectified), the Company shall have the option to cancel and terminate this Agreement by sending a cancellation letter by Registered Post AD at the address provided by the Allottee(s) and/or mail at the e-mail address provided by the Allottee(s), intimating him/her/it/them of the specific breach/default or breaches/defaults of terms and conditions in respect of which the Company is cancelling and terminating this Agreement.

On such cancellation, the allotment/booking/agreement for the said Apartment/Shop shall stand immediately cancelled and the Allottee shall have no right whatsoever with respect to the Said Unit and all sums deposited by the Allottee in connection therewith, including booking amount shall be returned to the Allottee without any interest or compensation whatsoever, subject to penalties applicable as mentioned in Clause (D) of this Annexure.

**B. Defaults/Penalties due to delay in registering of Agreement for Sale**

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, subject to penalties applicable as mentioned in Clause (D) of this Annexure.

**C. Defaults/Penalties due to delay in taking timely possession**

In the event the Allottee(s) fails to take possession of the Said Unit within such date as mentioned in the Offer of Possession letter, then the Said Unit shall lie at the risk and cost of the Allottee(s). The maintenance charges and the defect liability period shall commence from 15 days after the date of offer of Possession. In addition to payment of interest for delayed payments, the Allottee(s) shall be liable to pay Holding Charges of Rs.500/- (Rupees Five Hundred only ) per day, starting from 15days after the date of offer for possession till the Allottee(s) takes actual possession of the Said Unit. The Allottee(s) agrees and acknowledges that the Promoter's obligation of delivering possession of the Said Unit shall come to an end on the date of receipt of letter of offer of Possession by the Allottee from the Promoter and that the Promoter shall not be responsible and/or liable for any obligation towards the Allottee(s) for the possession of the Said Unit. Under such circumstances, it shall be deemed that the Allottee(s) has taken possession of the Said Unit. During the period of the said delay by the Allottee(s), the Said Unit shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee(s) in relation to its deterioration in physical condition.

Irrespective of whether the Allottee has taken possession of Said Unit or not, the Allottee is still liable to make any payments that are due to Promoter and/or Society as per terms of the Assignment/Agreement. Delays in such payments shall be treated as detailed out in Clause of A of this Annexure.

**D. Defaults/Penalties due to cancellation of Agreement of Sale due to defaults by Allottee**

Upon cancellation of the allotment and/or termination of the Booking/Assignment/Agreement due to defaults of the Allottee or upon the written choice of the Allottee, the Promoter shall refund all such amounts paid by the Allottee(s) till the date of cancellation without interest after deducting the following amounts/charges as detailed hereunder being the liquidated damages payable to the Promoter:

- a) 10% (ten percent) of the Sale Consideration. Any taxes, cess, levies, charges, stamp duty, registration charges etc. paid on all such amounts shall not be refunded to the Allottee(s);
- b) Total interest accrued on account of the delay/default in payment of any Instalment/s and other charges as per the payment plan calculated till the date of the cancellation/termination letter; Any taxes, cess, levies, charges, stamp duty, registration charges etc. paid on all such amounts shall not be refunded to the Allottee(s);
- c) Amount of penalty for dishonor of payment instruments (if any) by the Allottee(s) under this Application/ Agreement; Any taxes, cess, levies, charges, stamp duty, registration charges etc. paid on all such amounts shall not be refunded to the Allottee(s);
- d) Amount of penalty for delay in taking of possession of said Unit (if any) by the Allottee under this Application/Agreement; Any taxes, cess, levies, charges, stamp duty, registration charges etc. paid on all such amounts shall not be refunded to the Allottee(s)
- e) All amounts collected/paid on account as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to, GST, value added tax, works contract tax, service tax or any other tax of any nature;
- f) All amounts or amounts equivalent to any subvention cost (if the Allottee(s) has opted for subvention plan), benefits, discounts, rebate, concession, gift card, white goods (inclusive of taxes) etc. granted to the Allottee(s) by the Promoter in respect of the booking of the Allottee(s) irrespective of whether such benefits have been utilized by the Allottee(s) until the date of cancellation of the Said Unit; Any taxes, cess, levies, charges, stamp duty, registration charges etc. paid on all such amounts shall not be refunded to the Allottee(s)
- g) All amounts paid or payable as brokerage fee to any real estate agent, broker, channel partner, institution etc. by the Promoter in respect of the booking of the Allottee(s); Any taxes, cess, levies, charges, stamp duty, registration charges etc. paid on all such amounts shall not be refunded to the Allottee(s)
- h) All outgoings, deposits and other charges paid till the date of issuance of the cancellation/termination letter including amounts towards formation of society (as may be applicable); Any taxes, cess, levies, charges, stamp duty, registration charges etc. paid on all such amounts shall not be refunded to the Allottee(s)
- i) Administrative charges and/or such amounts incurred towards insurance by the Promoter in respect of the booking of the Said Unit. Any taxes, cess, levies, charges, stamp duty, registration charges etc. paid on all such amounts shall not be refunded to the Allottee(s)
- j) All costs and expenses incurred by Promoter in obtaining cancellation of this Agreement.

Upon the cancellation and termination of the allotment of the Said Unit, the Allottee(s) shall not have any right title or interest with respect to the Said Unit and the Promoter shall be at a liberty to sell or otherwise dispose off the Said Unit to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as the Promoter may in its sole, absolute and unfettered discretion think fit and proper and the Allottee(s) waive their right to raise any objection or dispute in this regard.

Allottee(s) further agrees and undertakes that upon effective termination of this Agreement, Allottee(s) shall sign or execute all necessary documents, including special powers of attorney or other forms of authorization that enable Promoter to obtain cancellation of registration of this Agreement before the relevant jurisdictional Authority. Allottee(s) agrees that Promoter shall be entitled to deduct/charge a sum of Rs. 2000/- (Rupees Two Thousand Only) for every day Allottee(s) delays execution of necessary documents and/or appearance before the relevant jurisdictional Authority. All costs and expenses incurred by Promoter in obtaining cancellation of this Agreement

shall be borne by Allottee(s). Promoter shall be entitled to set-off all such amounts against the final amount to be refunded to Allottee(s).

E. The Allottee(s) irrevocably confirms that the Promoter may, at its sole discretion, waive in writing any breach by the Allottee(s) under this Agreement. It is expressly agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of any allottee of the residential Said Units shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of any other allottee or for a subsequent breach. It is irrevocably agreed by the Allottee(s) that on all amounts received, the Promoter shall first adjust/appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous installments (if any), thereafter towards the interest/penalties levied on the previous pending installments (if any), thereafter towards the pending installments (if any). The balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current instalment due and then on the current installment amount.

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**ANNEXURE-C**

**Reasonable extension of time for delayed delivery**

The Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the agreed/committed possession 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.
- (iii) delays due to non-functioning/unreasonable delays by/of Government and/or other public or competent authority/court
- (iv) Delays due to defaults in timely payments by Allottee(s)
- (v) For the period of delay caused in getting snags, improvements, rectifications, modifications etc. which may be requested by the Allottee(s) during inspection of the Said Unit

**ANNEXURE-D**  
**Delays in Date of Possession**

The Date of Possession shall be subject to the provisions of the sub-clauses herein and also subject to Force Majeure circumstances and reasons beyond the control of the Promoter.

In the event the possession is delayed beyond the date as agreed/committed by the Promoter inter alia for any reason, the Promoter shall be entitled to extension of 12 [twelve] months (“Extended Duration”) for handover of possession and completion of construction.

In the event of any delay in handing over possession of the Said Unit to the Allottee(s) on the Date of Possession and/ or beyond the Extended Duration and/ or further extension of time for handing over possession of the Said Unit and the said Amenities due to force majeure reasons, the Promoter shall intimate the Allottee(s) in writing the reason for such delay along with appropriate supporting documents and further time period within which the possession of the Said Unit shall be handed over to the Allottee(s) (“Revised Possession Date”) shall be completed.

In the event, the Allottee(s) is desirous of cancelling the booking of the Said Unit due to such delays, then the Allottee(s) shall intimate the Promoter his/ her/ their non acceptance of the Revised Possession Date, within fifteen (15) days from the date of receipt of such intimation from the Promoter, failing which it will be deemed that the Allottee(s) has/ have accepted the Revised Possession Date and the same shall be binding on the Allottee(s).

Further, in the event if the Promoter is unable to file for the Occupation Certificate on or before the Possession Date, subject to reasonable extension of time, then on demand in writing to cancel this Agreement by the Allottee(s), the Promoter shall refund with simple interest as per applicable law (which presently states that the rate of interest shall be SBI MCLR + 2%) from the date of receipt of installment of amounts paid towards the Sale Consideration only (excluding interest amounts (if any), penalties (if any), stamp duty, registration fee, VAT, Service tax, GST, TDS, deposits, charges etc. paid to the Promoter and/or competent authorities, as the case may be) till the date of the written intimation of cancellation of the Said Unit from the Allottee(s).

However, taxes, levies, cess, penalties (if any), interest amounts (if any) paid by the Allottee(s) and such other amounts as mentioned herein shall not be refunded and no interest shall be payable on these amounts.

In the event the Allottee(s) does not intend to withdraw from the booking in the Project and/or is not agreeable and accepted the revised timelines, then in such an event, the Allottee(s) shall be entitled to seek simple interest as per applicable law (which presently states that the rate of interest shall be SBI MCLR + 2%) for every month of delay, as compensation, post expiry of the Extended Duration and such time period affected by Force Majeure conditions till the date of receipt of occupation certificate or any other certificate issued by the concerned authorities required for use and occupation of the Said Unit. The Promoter shall pay such compensation on the installments paid towards the Sale Consideration only (excluding interest amounts (if any), penalties (if any) stamp duty, registration fee, VAT, GST, Service tax, TDS, deposits, charges etc. paid to the Promoter and/or authorities, as the case may be) for the Said Unit, subject to terms and conditions herein. Further, the aforesaid compensation, if any accruing, shall be payable/adjustable on the balance amounts payable at the time of handing over the possession of the Said Unit.

It is expressly clarified that no compensation shall be payable by the Promoter for any time period beyond the date of receipt of Occupancy Certificate for any reason whatsoever, irrespective of the Allottee(s) not taking possession of the Said Unit. Such compensation shall be payable directly to the Allottee(s) named herein, if he continues his booking on the OC Date.

Notwithstanding any of the provisions herein, the compensation for delay shall not be paid and Revised Possession Date shall be extended

(a) on account of any force majeure events.

“Force Majeure” shall include :-

i. flood, drought, fire, cyclone, earthquake or any other calamity by nature effecting the regular development of the said Project and/ or

ii. war, civil commotion or act of God ;

iii. any notice, order, rule, notification of the Government and/or other public or competent authority/court;

(b) due to non-compliance of the terms and conditions by the Allottee(s).

(c) Additionally, the compensation for delay shall not be paid in the following events:

(i) For the period of delay caused due to reasons beyond the control of the Promoter and/or its agents and/or

(ii) For the period of delay caused due to inefficiency/non-functioning/unreasonable delays by relevant government departments

(iii) For the period of delay caused in getting snags, improvements, rectifications etc. which may be requested by the Allottee(s) during inspection of the Said Unit, and/or

(iv) For the period if the Allottee(s) commit/s any default and/ or breach of the terms and conditions contained herein, and/or

(v) For the period of delay incurred due to additional work to be completed on the request of the Allottee(s) for certain additional features, upgrades, modifications, in the Said Unit, in addition to the standard specifications of the Said Unit, and/or

(vi) For the period from the date of receipt of occupation certificate or any other certificate issued by the concerned authorities required for use and occupation of the Said Unit till the actual handover of possession of the Said Unit.

(xii) In case the Promoter is forced to discontinue the construction of the Said Unit and/or Project (entire or part) due to force majeure reasons and/ or due to operation of any law or statutory order or otherwise, then the Promoter shall be liable to refund the amounts paid by the Allottee(s) without any liability towards interest or compensation or loss of profit or costs or damages, subject to deduction of applicable taxes, within 6 (six) months from the happening of such eventuality.