

AGREEMENT

KOLTE PATIL DEVELOPERS LIMITED

PROJECT: "Mars Esmeralda"

ADDRESS:

BUILDING " "

APARTMENT NO. _____ ON _____ FLOOR.

1. MR. _____

2. MRS. _____

Mobile No. _____

A G R E E M E N T

These Articles of Agreement made and executed at

Pune on this _____ day of _____ 2017.

B E T W E E N

**1. KOLTE PATIL DEVELOPERS LIMITED (PAN No. AAACK7310G)
(CIN No. L45200PN1991PLC129428)**

A Public Limited Company incorporated under

Indian Companies Act 1956, having its Office

At: 2nd Floor, "City Point" Building,

Dhole Patil Road, Pune- 411001.

And a branch office at The Estate, No. 121,

10th Floor, Dickenson Road, Bangalore 560042

Through its Authorized Signatory- Shodhan Lokhande

Age: Adult, Occupation: Service

Appointed as per Board Resolution dated _____

----- **Hereinafter called 'THE PROMOTER'**

(Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the said Company, it's successors in title, it's receivers, official liquidators, or the Company or Companies, in which the said Company may be merged or amalgamated) of the **FIRST PART**;

- 2. (1) SMT. SUVIDHA DIAS, (PAN AAMPD9744Q), (AADHAR CARD NO. 501720179657), aged 49 years, in business, operating as the Sole Proprietress of PRIME SPACES, holding Pan Card No., presently having its office at 2nd floor "Prime Corner", Vasco da Gama, Goa, and her husband (2) SHRI ANTHONY CEDRIC DIAS, (PAN ABQPD4957Q), (AADHAR CARD NO. 440941615726), aged 55 years, in business, operating as the Sole Proprietor of PRIME BUILDERS, having its office at 2nd floor "Prime Corner", Vasco da Gama, Goa, both presently residing at "Prime House", Miraton Gardens, Chicalim, Goa, hereinafter referred to as the “LAND OWNERS”**

Hereinafter collectively called “CONSENTING PARTY”

(Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their respective heirs, executors and administrators) of the **SECOND PART**

A N D

1. MR. _____ **(PAN NO.**
 _____)

Age: ____ YEARS

Occupation:

2. MRS. _____ **(PAN NO.**
 _____)

Age: ____ YEARS

Occupation:

BOTH RESIDING AT: _____

.....Hereinafter called “THE ALLOTTEES”

(Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his/her/their legal heirs, executors, administrators & assigns.) of the **THIRD PART**

WHEREAS

- A. The Consenting Party owns all that plot of land, admeasuring 4000 sq. mtrs. earlier identified as “Block-B” in the sub-division scheme carried out of the property bearing Survey No. 23/1 of Dabolim Village, described in the Land Registration Office of Salcette at Margao under Description No.1263 of Book B-4 New Series and enrolled in the Taluka Revenue Office at Vasco-da-Gama under Matriz No. 8, partitioned and separated from the Said Property and now surveyed under Survey No. 23-1-I of Dabolim Village hereinafter referred to as “**the Project Land**” and more particularly described the First Schedule hereunder written and delineated with red colour boundary line in the sanctioned plan annexed hereto and marked as Annexure “_”;
- B. The Consenting Party has by registered Development Agreement dated 05th April, 2013, registered with the Sub-Registrar of Assurances at Mormugao, Vasco-Da-Gama, Goa under Serial No. 600 registered on 16-4-2013 , Book-I, Vol-1528, Page 140 to 238 read with the Supplemental Development Agreement dated 23.11.2017 vide Document bearing Serial no. 972, registering no. MOR – BK1-01919-2017 granted development rights in respect of its lands in favour of the Promoter at or for the consideration and on the terms and conditions therein contained;

- C. By virtue of the aforesaid, the Promoter is entitled to develop the lands mentioned in the First Schedule and sell the freesale area coming to its share under the terms of the aforesaid Agreements;
- D. The Promoter intends to develop a residential/commercial complex, under the name and style of 'Mar Esmeralda' ("**Project**") on the Project Land;
- E. The Promoter alone has got absolute right and full power to develop the Project Land described in the First Schedule and construct Buildings thereon;
- F. The Promoter has submitted the plan in respect of the Project Land and has got sanction from the following authorities:
 - 1 29-7-2016 Development Permission dated 29-7-2016 bearing No. No. MPDA/9-P-71/2016-17/506 issued by Mormugao Planning and Development Authority, Vasco-Da-Gama, Goa, valid for three years, upto 28-7-2019
 - 2 12-8-2016 License dated 12-8-2016 bearing No. VP/CHI/11/2016-17/17/1230 issued by office of Village Panchayat, Chicalim, Mormugao, Goa, valid for three years, upto 11-8-2019 copies whereof are annexed hereto and marked collectively as "Annexure ____";
- G. The Promoter has obtained a Conversion Order issued by the Collector dated 7-2-1983 copy whereof is annexed hereto and marked as Annexure '____';
- H. The Promoter has also applied for and has obtained necessary sanctions in respect of the Project as set out in Annexure "____" annexed hereto;

- I. While sanctioning the plans the concerned Local Authority and/or Government have 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 buildings and upon due observance and performance of which only the Completion or Occupation Certificates in respect of the buildings shall be granted by the concerned Local Authority;
- J. The Promoter has represented that the Project shall comprise of the following:
- (a) 4 (four) residential buildings identified as Buildings A, B, C and D on the plan together with Common Areas and Amenities for the Project;
- Building A comprising of stilt parking + 8 floors
 - Building B comprising of stilt parking + 8 floors wherein there are 4 Duplexes on the 8th & 9th floor.
 - Building C comprising of stilt parking + 8 floors.
 - Building D comprising of stilt parking + 8 floors.
- K. The Promoter shall be constructing the buildings within the following time period:
- (i) Buildings A and B-_____;
- (ii) Building C _____;
- (iii) Building D _____;
- (iv) Common Areas and Amenities as mentioned in Annexure “___” for the Project- _____

- L. The Promoter has conducted due diligence in respect of the Project Land described in the First Schedule hereunder written through Advocates_____and on verification of title have issued a Search and Title Report dated
- M. The Promoter has in the operative part of this Agreement made complete disclosures relating to the Project, the Common Areas and Amenities, which are to be provided along with the future buildings to be constructed and the Internal Apartment Amenities to be provided;
- N. The Promoter has entered into a Standard Agreement with an Architect registered with the Council of Architects and the Agreement is in the manner prescribed by the Council of Architects;
- O. 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 all the buildings in the Project;
- P. The Promoter has granted inspection to the Allottee of all the documents of title in respect of the Project Land and the plans, designs and specifications prepared by the Promoter`s Architect 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 made thereunder (hereinafter referred to as “**the said Rules**”);

- Q. The Allottee has satisfied himself/herself/themselves with regards to the title of the Consenting Party and the Promoter in the Project Land and the rights of the Promoter to develop the same and has clearly understood the scope of the Project and the building to be constructed in the Project which shall be completed by the Promoter as mentioned in this Agreement;
- R. The Allottee has applied to the Promoter for allotment of an Apartment admeasuring approximately _____ sq.mtrs Carpet Area in Building ____ constructed/being constructed on the Project Land;
- S. The Allottee is offered an Apartment bearing No. _____ admeasuring _____ sq.mtrs Carpet Area on the ____ floor more particularly described in the Second Schedule hereunder written (hereinafter referred to as the said “**Apartment**”) in the _____ Building (hereinafter referred to as the “**said Building**”) constructed / being constructed on the Project Land by the Promoter;
- T. The carpet area of the said Apartment is _____ sq. mtrs. and “carpet area” means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment;

- U. Being fully satisfied with the representations made by the Promoter and having clearly understood the same, the Allottee has agreed to purchase and on the basis of the confirmations and undertakings given by the Allottee to observe, perform and comply with all terms, conditions and provisions of this Agreement, the Promoter has agreed to allot and sell the said Apartment to the Allottee for the consideration set out in the Third Schedule hereunder written and on the terms and conditions hereinafter appearing;
- V. Prior to the execution of these presents the Allottee has paid to the Promoter the booking amount as mentioned in the Third Schedule hereunder written being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee (the payment and receipt whereof the Promoter hereby admits and acknowledges) and the Allottee has agreed to pay the balance consideration in the manner set out in the Third Schedule;
- W. The Promoter has registered the Project under the provisions of the said Act with the Real Estate Regulatory Authority (RERA) on _____ under No. _____, a copy whereof is annexed hereto and marked as Annexure “___”
- X. The Promoter is required to execute a written Agreement for Sale in respect of the said Apartment in favour of to the Allottee, being in fact these presents and also to register the said Agreement under the Registration Act, 1908;
- Y. The Parties have gone through all the terms and conditions set out in this Agreement and have understood their respective rights and obligations detailed herein;

- Z. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- AA. 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 in all the Applicable Laws, are now willing to enter into this Agreement on the terms and conditions hereinafter appearing.

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

1. DEFINITIONS

- 1.1 **“Act”** shall mean The Real Estate (Regulation and Development) Act, 2016 and the rules and regulations framed in respect thereof together with all such amendments, modifications and/or re-enactments related thereto;
- 1.2 **“Agreement”** shall mean this Agreement for Sale, including all recitals and schedules herein and all annexures annexed hereto and shall also include any written modification hereof executed by and between the Promoter and the Allottee.
- 1.3 **“Allottee’s Interest”** shall mean the interest payable by the Allottee to the Promoter at 2 (two) percent above the State Bank of India Marginal Cost of Lending Rate, prevailing on the date on which the amount payable by the Allottee to the Promoter

becomes due. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use then the benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public shall be the rate of interest;

- 1.4 **“Apartment”** shall mean the premise having residential/commercial user located in the said Building shown with red colour boundary line on the typical floor plan thereof annexed hereto and marked as Annexure “___”;
- 1.5 **“Apex Body of the Project Land”** shall mean an independent body that may be formed by the Promoter, at its sole discretion, consisting of all the Organizations formed of the Buildings in the Project (including the Organization of the said Building), where such Organizations formed of the Buildings in the Project developed on the Project Land shall co-operate in the use, enjoyment, maintenance and administration of the Common Areas and Amenities of the Project Land;
- 1.6 **“Applicable Law”** shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, guidelines, policies, notices, directions, judgments, decrees, conditions of any regulatory approval or license issued by a Government, Government Authorities, Statutory Bodies, Competent Authorities and judgments and other requirements of any Statutory and relevant Body /Authority;
- 1.7 **“Approvals”** shall mean and include but shall not be limited to all the sanctions and/or approvals set out in Annexure ‘___’ annexed hereto as well as all other sanctions, permissions,

licenses, letters, no objection certificates, exemptions, letters of intent, annexures, intimations of disapproval, commencement certificates, occupation certificates, notifications, sanction of layout plans, sanction of building plans and such other documents/writings by whatever name called that envisage the grant of consent enabling/facilitating construction/development together with renewals, extensions, revisions, amendments and modifications thereof from time to time that have been obtain/ shall be obtained from sanctioning bodies/authorities in respect of the buildings to be constructed on the Project Land or any part or portion of the Project Land;

- 1.8 **“Buildings in the Project”** shall mean the 4 (four) residential buildings identified as Buildings “A” to “D” on the sanction layout plan annexed hereto and marked as Annexure “___” to be constructed by the Promoter on the Project Land.
- 1.9 **“Building”** shall mean Building _____ comprising of ___ level parking floors plus ___ (_____) upper floors being one of the Buildings in the Project;
- 1.10 **“Carpet Area”** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment;
- 1.11 **“Covered Parking Space”** shall mean an enclosed or covered area as approved by the Competent Authority as per the applicable Development Control Regulations for parking of

vehicles of the Allottees which may be in basements and/or stilt and/or podium and/or space provided by mechanized parking arrangements but shall not include a garage and/or open parking;

1.12 **“Common Areas and Amenities for the Project”** shall mean the areas, amenities, facilities and infrastructure intended for the common use of the Allottees of the apartments in the buildings in the Project along with the internal roads, street lights, water and electricity supply, security, sewerage, drainage, public works, fire-fighting systems and works, water tanks, etc. as listed in Annexure “___” annexed hereto;

1.13 **“Force Majeure Event”** shall mean and include the following event/circumstances which jointly and/or severally, directly and/or indirectly, impact/impede the development activities that are intended to be carried out on the Project Land:

- (i) Any natural calamity or act of God including but not limited to floods, earthquakes, smog, tsunamis, volcanos, etc;
- (ii) Social and/or societal unrest including but not limited to wars, riots, commotions, rebellions, terrorism, hostilities, invasions, acts of foreign enemies, insurgency, etc;
- (iii) Acts beyond the control of the Promoter including but not limited to:
 - (a) non-availability or shortage in the supply of steel, cement, building materials, water or electric supply or labour/workers,
 - (b) strikes or lock-outs,
 - (c) order, judgment, decree, policy, rule, regulation, notification, circular, directive, passed/issued by any

Court of Law and/or any Governmental Body or Authority, delays in grant of approvals by the concerned Bodies and/or Authorities,

- (iv) Acts associated with the action or inaction on the part of the Allottee resulting in breach of the terms and conditions of this Agreement and/or applicable law to be observed and performed by the Allottee and/or any interference or obstruction by the Allottee resulting in the delay or standstill of the work of construction or grant of approvals related to the Project,
 - (v) Any internal modification at the instance of the Allottee and the time taken for its completion;
- 1.14 **“FSI”/Paid FSI”/“Premium Paid FSI”** shall mean the Floor Space Index and related building potential as defined and enumerated under various schemes provided under the building laws applicable in the State of Goa;
- 1.15 **“Internal Apartment Amenities”** shall mean the amenities, fixtures and fittings listed in the Annexure “___” annexed hereto proposed to be provided by the Promoter in the said Apartment;
- 1.16 **“Intimation to take Possession”** shall mean the written intimation that shall be given by the Promoter to the Allottee to take possession of the Apartment within a period of 30 (Thirty) days from the date of the intimation;
- 1.17 **“Party”** shall mean the Promoter and/or the Allottee/s individually;
- 1.18 **“Parties”** shall mean the Promoter and/or the Allottee/s collectively;
- 1.19 **“Plans”** shall mean the drawings, plans, layout and such other plans and specifications as approved and sanctioned by

_____ and other concerned Statutory Bodies and Authorities in respect of the Project together with amendments, modifications and alterations related thereto together with all future plans, drawings and layouts as may be submitted by the Promoter from time to time and approved by the Authorities in respect of the Project;

1.20 **“Possession Date”** shall mean the date on which the notice period under the Intimation to take Possession expires and/or the Allottee takes possession of the Apartment, whichever is earlier;

1.21 **“Project Completion”** shall mean the completion of the Project by _____ (subject to Force Majeure Event) in the manner following:

- a) Buildings A and B– by_____.
- b) Building C – by_____;
- c) Buildings D_____;
- d) Common Amenities as mentioned in Annexure “__” for the Project by_____.

1.22 **“Promoter`s Interest”** shall mean the interest payable by the Promoter to the Allottee at 2 (two) percent above the State Bank of India Marginal Cost of Lending Rate, prevailing on the date on which the amount payable by the Promoter to the Allottee becomes due. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use then the benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public shall be the rate of interest;

- 1.23 **“Project”** shall mean the proposed construction and development on the Project Land as enumerated under this Agreement;
- 1.24 **“Project Land”** shall mean the lands more particularly described in the First Schedule hereunder written and delineated with red colour boundary line on the plan annexed hereto and marked as Annexure “___”;
- 1.25 **“Organization”** shall mean either (i) a Society formed under the provisions of the applicable Co-operative Societies Laws, or (ii) a Company formed under the Companies Act, 2013, or (iii) a Condominium constituted under the provisions Ownership apartment laws or (iv) any other legal entity, constituted of the allottees of a building in the Project;

2. INTERPRETATION

Except where the context requires otherwise, this Agreement will be interpreted as follows:

- 2.1 The recitals recited hereinabove, annexures and schedules hereto shall form an integral part of this Agreement as if the same are set out and incorporated herein in verbatim;
- 2.2 Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
- 2.3 Words importing the singular shall include plural and vice versa;
- 2.4 Reference to recitals, clauses, schedules and annexures are to be the recitals, clauses, schedules and annexure of this Agreement;

- 2.5 All words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neutral gender;
- 2.6 The expressions "hereof, "herein" and similar expressions shall be construed as references to this Agreement as a whole and not limited to the particular clause or provision in which the relevant expression appears;
- 2.7 References to "Rupees" and "Rs." are references to the lawful currency of India;
- 2.8 Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions;
- 2.9 A day, month or year means a day, month or year, as the case may be, reckoned according to the Gregorian Calendar; and
- 2.10 Where the day on or by which anything is to be performed falls on a day, which is not a Business Day, then that thing shall be done on the next Business Day.

3. ALLOTMENT AND CONSIDERATION

- 3.1 The Promoter shall construct the Building on the Project land in accordance with the Approvals and Plans. Provided that the Promoter shall obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee and not otherwise and except any alteration or addition required by any Government Authorities or due to change in the Applicable Law for which no consent shall be sought.

- 3.2 Subject to the terms and conditions of this Agreement, the Promoter hereby agrees to sell to the Allottee and the Allottee hereby agree to purchase from the Promoter the Apartment together with the Internal Apartment Specifications at or for the consideration Payment schedule hereunder written.
- 3.3 The Allottee shall also have the exclusive right to use the Covered Parking Space and/or open parking space allotted/affirmed by the Organization, defined above, for the limited and restricted purpose of parking his/her/their light motor vehicles and for no other purpose whatsoever. Further the Allottee accepts and confirms that there will be no choice given to the Allottee with respect to the covered car parking space and the same shall be a sole discretion of the Promoter, however with respect to open car parking Space, the Organization, defined above, shall be at liberty to allot the same.
- 3.4 The said Apartment together with the Internal Apartment Specifications shall hereinafter collectively be referred to as **“the said Premises”**.
- 3.5 The Allottee has paid on or before execution of this Agreement the booking amount as set out in the Payment schedule hereunder written.
- 3.6 The Consideration shall be paid by the Allottee to the Promoter in the manner provided in the Third Schedule hereunder written.
- 3.7 The payment of the Consideration and the installments related thereto shall be subject to the deduction of tax (**“TDS”**) as provided for under the provisions of the Income Tax Act, 1961. The Allottee hereby agrees and undertakes to make timely payment of the TDS in the manner provided under the Income Tax Act, 1961 and shall within 7 (seven) days from the date of

the payment being made provide the original TDS Certificates to the Promoter. The Allottee hereby agrees and undertakes that the Allottee shall solely be responsible for all consequences related to the non-payment of TDS to the Income Tax Authorities and non-delivery of the TDS Certificate to the Promoter on time and any consequences related to non-payment including levy of penalties, interest, etc. shall be solely to the account of the Allottee and the Allottee shall indemnify and keep indemnified the Promoter in respect thereof. It shall be the sole responsibility of the Allottee to bear and pay GST amount on or about execution of this present or as becomes applicable from time to time for this transaction.

- 3.8 The Consideration payable above excludes taxes (consisting of tax paid by the Promoter or payable by way of GST and Cess or any other similar taxes) and the same, as and when it is levied and/or arises shall be borne and paid by the Allottee alone and the Promoter shall at no point in time be liable, responsible and/or required to bear and/or pay the same or any part thereof. The Allottee shall also fully reimburse the costs and expenses that may be incurred by the Promoter by reason of any legal proceedings that may be instituted by any Government and/or Statutory and/or Revenue Body/Authorities against the Promoter or vice versa on account of such liability that may arise and/or be levied upon the Promoter. Further, in an event additional taxes are levied in any manner or form by any Government Authority by virtue of change in law or otherwise then the Allottee shall solely be liable to make payment of such additional taxes.

- 3.9 With regards to Section 171 of the Central Goods and Services Tax Act, 2017, it is mandatory to pass on the benefit of reduction in rate of tax to the Allottees by way of commensurate reduction in prices. The Promoter in compliance with the aforesaid, shall be giving the Allottees, the anti-profiteering benefit, wherever applicable. However, the methodology for calculation of the anti-profiteering is yet to be prescribed by Government and given this, if there is any change in the benefit amount being passed by the Promoter, the anti-profiteering benefits will stand altered (recoverable / payable) to that extent.
- 3.10 The Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/Local Bodies/Government from time to time. The 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.
- 3.11 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 Occupation Certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the Carpet Area. 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 beyond 3%, the Promoter

shall reimburse to the Allottee, within a period of 45 (forty-five) days, the amount proportionate to the reduced carpet area beyond 3% without any interest from the date when the final carpet area is ascertained till the date of reimbursement. Likewise, if there is any increase in the Carpet Area beyond 3%, the Promoter shall demand and the Allottee hereby agrees to pay additional amount from the Allottee which shall be payable from the next milestone of the payment plan provided in the Third Schedule.

- 3.12 The Allottee hereby authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head/s of dues against lawful outstanding, if any, in his/her/their name as the Promoter may, in its sole discretion, deem fit and the Allottee hereby agree and undertake not to object to the same or demand from or direct the Promoter in any manner contrary thereto.
- 3.13 The Allottee/s agree/s and undertake/s to make timely payments of the instalments and other dues payable by him/her/them and meet with the other obligations under this Agreement.
- 3.14 If the Allottee requests (in writing) to the Promoter, the Promoter may, in the Promoter's discretion, permit the Allottee to make payment of any, or all, instalment/s of the purchase price, prior to the same becoming payable, and at any interval/s or time/s. If the Allottee makes such a request to the Promoter, and the same is accepted by the Promoter, then the Allottee shall have no right or option to reverse, or withdraw his/her/their/its request and he/she/they/it shall be bound and liable to make the

preponed payment/s of the instalment/s of the purchase price, as permitted by the Promoter.

4. **DEFAULT IN PAYMENT OF CONSIDERATION**

- 4.1. The Allottee agrees to pay to the Promoter Allottee's Interest, defined above, on all the outstanding amounts which become due but remain unpaid by the Allottee to the Promoter under the terms of this Agreement. The Allottee's Interest shall be payable from the date the concerned payment becomes due and payable by the Allottee till the date of actual payment.
- 4.2. In addition to the liability of the Allottee to pay the Allottee's Interest, the Allottee shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, which are borne, paid and/or incurred by the Promoter for the purpose of enforcing payment of and recovering from the Allottee any amount or dues whatsoever payable by the Allottee under this Agreement.
- 4.3. Without prejudice to right of the Promoter to charge interest in terms of this Agreement, on the Allottee committing default in payment on the due dates of any amount that becomes due and payable by the Allottee to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned Local Authority and other outgoings), the Promoter shall be entitled at his own option, to terminate this Agreement in the event of the Allottee committing three such defaults of payment of instalments. The Promoter shall give notice of 15 (fifteen) days in writing to the Allottee and mail at the email address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach/breaches of the terms

and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach/breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement. Upon termination of this Agreement as aforesaid, Allottee shall execute and register a Deed of Cancellation in favour of the Promoter. The Promoter shall refund to the Allottee within a period of 30 (thirty) days of the execution and registration of the Deed of Cancellation, the instalments of Consideration of the Apartment which may have till then been paid by the Allottee to the Promoter subject to adjustment and recovery of any agreed liquidated damages i.e. deduction of 10% of the total consideration together with any other amount which may be payable to Promoter and subject to the adjustment/deduction related to the Government statutory dues and taxes, bank loan, brokerage if any that have been paid by the Promoter or to be paid by the Promoter.

5. INTERNAL APARTMENT AMENITIES

- 5.1. The Internal Apartment Amenities to be provided in the said Premises and the specifications thereof are those as set out in Annexure “___”.
- 5.2. The Allottee confirms that the Promoter shall not be liable to provide any other fixtures and fittings save and except those mentioned in Annexure “___”. However, in the event of an unreasonable rise in the prices of the fixtures and fittings assured under Annexure “___” and/or shortage in the availability of such fixtures and/or fittings, the Promoter shall

endeavour to obtain similar quality internal apartment amenities to ensure that the Promoter meets with the assurance given to the Allottee. The Allottee hereby agrees and undertakes that the Allottee shall not raise any objection or dispute in the event of there being any marginal difference in the quality/standard of the Internal Apartment Amenities.

- 5.3. The Allottee hereby confirms that the Promoter has full right to change the fixtures and fittings to be provided, in the circumstances wherein there is an uncertainty about the availability of fixtures and fittings required to be provided, either in terms of quantity and quality and/or delivery and/or for any other reason beyond the control of the Promoter. The Allottee agrees not to claim any reduction or concession in the Consideration on account of any change or substitution in the Internal Apartment Amenities.
- 5.4. Prior to taking possession of the Apartment, the Allottee shall satisfy himself/herself/themselves in respect of the Internal Apartment Amenities. Once possession is taken, the Allottee shall not be entitled to raise any demands or make any claims thereafter.

6. LAYOUT OF THE PROJECT LAND

The Promoter has prior to the execution of this Agreement as well as at the time of execution of these presents clearly informed, represented and disclosed to the Allottee as under:

- 6.1 The Promoter is entitled to develop the Project Land;
 - Building A comprising of stilt parking + 8 floors
 - Building B comprising of stilt parking + 8 floors as per sanctioned plan.

- Building C comprising of stilt parking + 8 floors as per sanctioned plan.
 - Building D comprising of stilt parking + 8 floors.
- 6.2 Common Areas and Amenities for the Project as listed in Annexure “__” annexed hereto;
- 6.3 With regards to the Common Areas and Amenities for the Project, the Allottees of the residential buildings shall be entitled to use and enjoy all of them.;
- 6.4 An underground water tank, rain water harvesting, sewage treatment plant and electrical sub-station shall form part of the Common Areas for the Project;
- 6.5 There are open spaces on the Project Land as shown on the Sanctioned Layout Plan comprising of Common amenities as listed out in Annexure “__”.
- 6.6 Subject to Force Majeure Event, the entire Project shall be completed by in the manner following:
- a) Buildings A and B by_____ ;
 - b) Building C by _____;
 - c) Buildings D by_____;
 - d) Common Amenities as mentioned in Annexure “__” for the Project by_____.
- 6.7 The Search and Title Report dated & issued by, _____Advocates of the Promoter is annexed hereto and marked as Annexure “__”.
- 6.8 The Promoter shall have access to the Project Land together with all the internal roads and public access roads till such

time the remaining construction in the Project as envisaged under this Agreement (including any amendments thereto from time to time) is completed entirely in all aspects.

- 6.9 The Common Areas and Amenities for the Project shall include a rain water harvesting, sewage treatment plant, underground water tank, organic waste converter and transformer room/s (a lease in respect whereof will be entered into with _____ and such other amenities as listed in Annexure “___” annexed hereto. The Promoter has informed and represented to the Allottee that the Allottees of apartments in all the residential Buildings in the Project shall be jointly entitled to use and enjoy the Common Areas and Amenities for the Project. With respect to the Common Areas and Amenities for the Project the following is clarified:

- (a) The Common Areas and Amenities for the Project are for the use of the Allottees of the apartments in the residential buildings in the Project only i.e. Building A, Building B, Building C and Building D.
- (b) The Common Areas and Amenities for the Project may not be completed at the time when Intimation to take Possession is offered to the Allottee and the Allottee shall not raise any objection in respect thereof and/or claim any damages or compensation whatsoever. The said Common Areas and Amenities for the Project shall be provided/made available to the Allottee at the time when Occupation Certificate for the last building forming part of the Project is obtained.

- (c) These Common Areas and Amenities of the Project shall be under the maintenance and administration of the Organization of the Project Land and shall be for the common benefit, enjoyment and convenience of all the Allottees of the apartments in the Buildings that shall be developed in the Project.
- (d) The Organization of the said Building/s shall be a member of the Apex Body of the Project Land and shall not claim any independent and/or separate rights in respect of the Common Areas and Amenities for the Project and shall co-operate in every manner whatsoever towards the use, enjoyment, management and upkeep of Common Areas and Amenities for the Project.
- (e) It is further disclosed to the Allottee that the Promoter shall be entitled to exploit the entire development potential of the Project Land while carrying out the construction/development of the Project Land. The Allottee, Organizations of the Buildings and/or the Apex Body of the Project shall not cause any restrain or objection or claim any rights in the development potential relating to the Project Land till such time the development of the entire Project Land is completed by the Promoter in all respects. Upon the development of the entire Project Land being completed, the Promoter shall transfer the rights relating to the Project in favour of the Apex Body of the Project in such manner that the rights and obligations of all the Organizations of the Buildings that are constructed on the Project Land by then and its Allottees are clearly secured and well defined.

- (f) The Promoter has informed the Allottee that the Promoter is required to maintain Common Areas and Amenities of the Project. For that purpose, the Allottee shall be required to contribute such amounts as may be determined by the Promoter from time to time. The Allottee hereby declares that the Allottee is aware of the aforesaid details and is thus expressly undertaking to pay the same to the Promoter.

7. ALTERATION IN THE LAYOUT, PLANS AND DESIGN

- 7.1. The Promoter has prior to the execution of this Agreement as well as at the time of execution of these presents disclosed to the Allottee the Sanctioned Plan relating to the Project.
- 7.2. The Promoter shall make all efforts that the Plan relating to the Project Land is not altered unless absolutely required in the interest of the Project.
- 7.3. In case if any alteration, amendment, revision, additions, etc. sought by the Promoter relates to the said Building and such alteration affects the area of the Apartment in such manner that there is a variation whereby the Carpet Area of the Apartment increases/decreases beyond 3% and/or such alteration affects the plan of the Apartment or the floor on which it is located, then the consequences as stated in Clause 3.11 above shall apply. The Allottee agrees and acknowledges that the Promoter shall not be required to obtain any consent from the Allottee if any such variations, modifications etc., do not affect the Apartment and the rights of the Allottee are not compromised in any manner whatsoever while doing so.

- 7.4. The Promoter has informed the Allottee and the Allottee hereby agrees and acknowledges that the right to amend any plan in respect of the Project Land shall lie solely with the Promoter and the Allottee shall have no right of any nature whatsoever in the remaining development potential of the Project Land.
- 7.5. Further, in light of the aforesaid, the entire development potential and any future increases or increments thereto relating to the Project Land shall vest in the Promoter alone and the Promoter shall be entitled to use, utilize, consume and exploit such FSI on the Project Land, if permitted by law.
- 7.6. The Promoter declares that that the Promoter shall utilize the prevailing FSI permissible in respect of the Project Land and if permitted by law, the future FSI which may become available in future in case of any modification to the Development Control Regulations.
- 7.7. If due to any change in the FSI rules, if additional FSI becomes available by whatever name called then in such event the Promoter shall, if permitted by law, be entitled to use, utilize, consume and exploit such FSI on the Project Land or any part of the Project Land by constructing additional structures or additional floors.
- 7.8. If due to any change in the Applicable Laws or by introduction of any policy by the Government of Goa or any other concerned Authorities any development benefit including FSI in any form is available in respect of the Project Land, as recipient plot, then in such an event, the Promoter shall be entitled to avail such benefits/including FSI in any form by utilizing the same on the Project Land.

- 7.9. The Promoter shall have the absolute, irrevocable and unconditional right and entitlement and it may in its sole discretion effect and/or cause to be effected, any extra and additional construction whatsoever on and in respect of the Project Land, if permitted by law, including, but not limited to, constructing additional floor/s or extensions on and/or wing/s and/or other extension/s to all or any of the Buildings on the Project Land including the said Building and/or construct additional and/or other building/s and/or other structures on the Project Land by utilizing the FSI in any form of the Project Land and/or the contiguous, adjacent or adjoining lands or properties at any time, including after completion of the said Building whenever the same is permitted to be constructed Authorities.
- 7.10. The Allottee hereby expressly waives any right to raise any objection for the amendment of the plans and/or construction of the additional floors or buildings, to use and consume the balance FSI available/generated in any form in respect of the Project Land. The Allottee further agrees that he/she/they shall not be entitled to claim any rebate in the Consideration or any other advantage from the Promoter on the ground of the Promoter making additional construction or any other ground whatsoever.
- 7.11. The Promoter hereby represents and clarifies to the Allottee that the Promoter reserves the right to:
- (a) Construct the Project as per the future potential layout
 - (b) Amalgamate the adjoining lands and prepare new building plans and layouts (if needed) as long as location of the existing open space is not changed;

- (c) Change the unit plans of the buildings to be constructed on the amenity space(s), if any;
- (d) Construct additional apartments in the Building
- (e) Change the building/layout plans in accordance with the orders/ notifications of the Local Authorities; and
- (f) Undertake minor additions or alterations with respect to the Project.

The Allottee hereby gives his/her/their specific consent to the aforesaid.

- 7.12. The Promoter hereby represents and clarifies to the Allottee and the Allottee hereby gives his/her/their consent thereto that in an event there is a possibility of availing additional FSI in future in the form of either paid FSI, TDR and/or due to amalgamation of the adjoining land and such additional FSI, TDR is sanctioned by the Local Authority to be utilized in respect of the Project, then in that event the Promoter shall apply for revision of plans in accordance with the future potential layout for utilizing the F.S.I./T.D.R to the extent of constructing the additional floors and/or building. The Allottee hereby gives his/her/their specific consent to the aforesaid.

8. COMPLETION

- 8.1 Subject to Force Majeure Event, the Promoter shall complete the construction of the Buildings by _____ in the manner following:
- (a) Buildings A and B—_____;
 - (b) Building C _____;
 - (c) Buildings D _____;

(d) Common Amenities as mentioned in Annexure “__”
for the Project by_____.

- 8.2 The Promoter shall, subject to Force Majeure Event, give the Intimation to take Possession to the Allottee on or before _____. The Intimation to take Possession shall be given by the Promoter only upon the Promoter obtaining Occupation Certificate relating to the said Apartment from the concerned Statutory Authority.
- 8.3 The Promoter shall complete the construction of the Common Areas and Amenities for the Project by_____ and the Allottee shall be entitled to use the same thereafter. The Allottee hereby agrees and confirms that the Allottee shall not demand for the same before _____ and shall not refuse or dispute in taking possession of their Apartment by reason thereof.

9. FORCE MAJEURE

- 9.1. The Promoter shall be entitled to reasonable extension of time for giving Intimation to take Possession, if the completion of the said Building, as the case may be, is delayed on account of Force Majeure Event as mentioned in Clause 1.13.
- 9.2. Upon a Force Majeure Event arising and the same continuing for a period of 30 (thirty) days, the Promoter shall inform the Allottee of the same and the Allottee shall acknowledge having been put to notice thereof. The consequences of the subsistence of a Force Majeure Event including extension of time period for completion shall be binding on the Allottee unconditionally.

10. POSSESSION

- 10.1. The Promoter shall upon receiving the Occupation Certificate of the Project give the Intimation to take Possession to the Allottee. The Intimation to take Possession shall call upon the Allottee to take possession of the Apartment within a period of 30 days from the date of receipt of the Intimation to take Possession.
- 10.2. Upon receiving the Intimation to take Possession, the Allottee shall take possession of the Apartment from the Promoter within the period stated above on payment of the balance consideration and other dues. The Allottee shall execute all necessary indemnities, undertakings and such other documentation as may be prescribed in this Agreement and/or required by the Promoter and the Promoter shall give possession of the Apartment to the Allottee against the execution of such documentation and payment of the balance amounts by the Allottee.
- 10.3. If the Promoter fails or neglects to give possession of the Apartment to the Allottee by _____ on account of a Force Majeure Event then, the Promoter shall at the request of the Allottee and not otherwise, refund to the Allottee the amounts already received from him in respect of the Apartment together with Promoter's Interest from the date the Promoter received the amounts till the date such amounts and the Promoter's Interest thereon have been repaid.
- 10.4. In the event the Promoter fails to give the Intimation to take Possession to the Allottee on or before _____ for any reason other than a Force Majeure Event, then in that case the Allottee shall be entitled to terminate this Agreement and upon such termination, the only remedy available to the Allottee shall

be to recover all the amounts that have been paid by the Allottee to the Promoter under the terms of this Agreement (excluding the taxes that have been paid by the Promoter to the Government Statutory Bodies/Authorities). In such a case, the Allottee shall execute and register a Deed of Cancellation in favour of the Promoter and the Promoter shall refund the aforesaid amounts to the Allottee (after deduction of all outstanding amounts, if any, payable by the Allottee to the Promoter, taxes, outgoings etc and after excluding the taxes that have been paid by the Promoter to the Government/Statutory Bodies/Authorities and excluding the stamp duty and registration charges that the Allottee shall have paid on this Agreement) together with the Promoter's Interest within a period of 30 (thirty) days from the date of execution and registration of the Deed of Cancellation or such time period as may be mutually agreed between the Promoter and the Allottee.

- 10.5. It is agreed that save and except the right of the Allottee to recover the aforesaid amounts, the Allottee hereby expressly waives all the other rights and remedies that shall/may be available to him/her/them under law especially in light of the fact that the Allottee have covenanted that the Allottee shall not take any steps that shall be detrimental and/or shall hinder the Project.
- 10.6. In the event the Allottee fails and/or neglects to take possession within the specified period, it shall be deemed that the Allottee has taken possession from the date of expiry of the notice period specified in the Intimation to take Possession and that date

shall be deemed to be the **“Possession Date”** and all obligations of the Allottee related to possession of the said Apartment shall be deemed to be effective from the said Possession Date.

- 10.7. It is agreed that on and from the Possession Date, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the said Apartment and the said Building including maintenance charges, local taxes, betterment charges or such other levies by the concerned Local Authority and/or Government, water charges, insurance, common lights, lifts, repairs, salaries of clerks, bill collectors, chowkidars, sweepers, and also other expenses necessary and incidental to the Organization and use of the Common Areas and Amenities of the Project.

11. DEFECT LIABILITY PERIOD

- 11.1. The provisions of the Act mandate a defect liability period of five years for any structural defect in the Apartment or any defects in the Project on account of workmanship, quality or provision of service.
- 11.2. The Promoter has informed the Allottee that upon the completion of the Project the Promoter shall handover to the Organisation the warranties, guarantees and annual maintenance contracts that shall be received by the Promoter from third party Contractors/Vendors.
- 11.3. In case of any structural defect in the Apartment or any defects in the Project on account of workmanship, quality or provision of service, which are outside the purview of the warranties,

guarantees and annual maintenance contracts provided by the third party Contractors/Vendors, then in that event the wherever possible such defects shall be rectified by the Promoter at its own cost and expense. Provided however, the Promoter shall not be liable to carry out such rectification in case if such defects have surfaced by reason of any act of the Allottee or any other force majeure circumstance arising. The Allottee hereby agrees and undertakes that the Allottee shall not carry out any alterations of whatsoever nature in the said Apartment or buildings or any structures related to the Common Areas and Amenities of the Project which shall include but not be limited to columns, beams etc. or in the fittings therein, in particular. It is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connection or any erection or alteration in the bedroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out by the Allottee and which result in any defect, then the defect liability of the Promoter shall automatically become void. The word defect here means only the manufacturing and workmanship defect's caused on account of wilful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of Apartment by the Allottees/occupants, vagaries of nature etc.

- 11.4. It shall be the responsibility of the Allottee to maintain his/her/their Apartment in a proper manner and take all due care needed including but not limited to the joints in the tiles in his/her/their Apartment are regularly filled with white cement/epoxy to prevent water seepage.

- 11.5. Further where the manufacturer warranty as shown by the Promoter to the allottee ends before the defects liability period, and if the annual maintenance contracts are not done/renewed by the Allottee/s, the Promoter shall not be responsible for any defects occurring due to the same.
- 11.6. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment's, fixtures and fitting shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Apartments and the common project amenities wherever applicable.
- 11.7. The Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the Apartment/Unit/ Building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature, the same shall not amount to structural defects and hence the same shall not be attributed to either bad workmanship or structural defect.

12. USE AND OCCUPATION

- 12.1. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/commercial and for no other purpose whatsoever.
- 12.2. The Allottee shall not carry out any activities from the said Apartment that shall be a cause or a source of nuisance or annoyance to the Promoter or other occupiers of the said Building or to any one in its vicinity or neighbourhood.

- 12.3. The Allottee shall use the Covered Parking Space and/or open parking space allotted/affirmed by the Organization only for purpose of keeping or parking the Allottee owned vehicle. The Covered Parking Space and/or open parking space allotted/affirmed by the Organization is for parking light motor vehicles only and not for parking lorry, tempo, public transport vehicle, tourist vehicles or for storage or any other use under any circumstances, inclusive of housing pets, cattle, animals etc.
- 12.4. The Allottee is aware that the parking space cannot be sold by the Promoter and the same forms part of the Common Area and Amenities. The Promoter has however identified a car parking space for the Allottee which the Allottee will be entitled to use, subject to the approval/confirmation/affirmation of the Organization.
- 12.5. It is agreed between the Parties, that the Covered Parking Space has only been identified and the same is not for an allotment or for a sale. The Allottee is aware that the allotment of the parking space will be governed by the rules and regulations of the Organization and that the identification made by the Promoter will be subject to its ratification by the Organization and there will be no obligation of the Promoter towards the same in whatsoever manner.
- 12.6. The Allottee hereby unconditionally agrees not to raise any claim or dispute with respect parking space with the Promoter any time hereafter. The Allottee further agrees to indemnify and keep indemnified the Promoter forever with respect to any loss, harm, prejudice caused to the Promoter in the event

action/claim/dispute is sought by the Allottee or his/her/their heirs, executors, administrators or assigns against the Promoter.

- 12.7. In the event if any increase in local taxes, water charges, insurance and such other levies, are imposed by the concerned Local Authority and/or Government and/or other Public Authority, on account of change of user of the said Apartment by the Allottee, the Allottee alone shall bear and pay such penalty, premium or other sums of money demanded.

13. TERMINATION

- 13.1. The occurrence, happening or existence of any of following events shall be considered as the **“Allottee’s Event of Default”**

-

- (i) Failure on part of the Allottee to make payment of any installments/outgoings/payments under this Agreement; or
- (ii) Failure on part of the Allottee to take possession of the Apartment within the time stipulated and in the manner set out hereinabove; or
- (iii) Breach by the Allottee of any of the representations, warranties and covenants or failure to perform, comply and observe any of its obligations and responsibilities as set forth in this Agreement; or
- (iv) Any other acts, deeds or things, which the Allottee may omit or fail to perform in terms of this Agreement, which in the opinion of the Promoter, amounts to an event of default. The Allottee hereby agrees and confirms that the

decision of the Promoter in this regard shall be final and binding on the Allottee.

- 13.2. On the occurrence, happening or existence of any of the Allottee's Event of Default as stated above, the Promoter shall give notice of 15 (fifteen) by letter in writing through RPAD to the Allottee or by email at the email address ("**Allottee's Default Notice**") provided by the Allottee of its 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. Upon failure of the Allottee to rectify/cure the Allottee's Event of Default within the time period stipulated in the Allottee's Default Notice, without prejudice to any other right or remedy available to the Promoter under the Applicable Laws or as envisaged in this Agreement. The Promoter shall have the right to terminate this Agreement without any further notice/intimation to the Allottee. The Allottee shall forthwith come forward and execute and register a Deed of Cancellation in favour of the Promoter.
- 13.3. On and from the date of such termination on account of Allottee's Event of Default as mentioned herein above, the Parties mutually agree that the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages i.e. deduction of 10% of the total consideration together with any other amount which may be payable to Promoter and subject to the adjustment/deduction related to the Government statutory dues and taxes, bank loan , brokerage, if any) within a period of 30 (thirty) days from the date of execution and registration of the Deed of Cancellation, the Consideration or part thereof which may till then have been

paid by the Allottee to the Promoter (excluding the amount/s paid by the Promoter to various Authorities as and by way of taxes, duties etc.) but the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded.

- 13.4. The Promoter may, at its sole discretion, condone the breach committed by Allottee and may revoke cancellation of the allotment provided that the Apartment has not been re-allotted to another person till such time and Allottee agrees to pay the unearned profits (difference between the Consideration and prevailing sales price) in proportion to total amount outstanding on the date of restoration and subject to such additional conditions/undertaking as may be decided by Promoter. The Promoter may at its sole discretion waive the breach by Allottee for not paying the aforesaid instalments but such waiver shall not mean any waiver in the interest amount and the Allottee will have to pay the full amount of interest due.
- 13.5. Upon the cancellation/termination, the Promoter shall be entitled to sell or otherwise dispose of the Apartment to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as Promoter may in its sole discretion think fit and proper and the Allottee shall not be entitled to raise any objection or dispute in this regard. However, it is agreed between the Parties that the Promoter shall adjust the amount due from Allottee first towards the interest due then towards taxes and then towards the Consideration (including all outstanding amounts like bank loan, brokerage etc., if any, payable by the Allottee to the Promoter.

- 13.6. The Allottee agrees and undertakes to execute and register a deed, document, or writing including a Cancellation Deed to cancel this Agreement. The balance amount, if any, shall be paid to the Allottee only upon the cancellation of this Agreement and/or receipt of the Cancellation Deed, documents or writings. In the event of cancellation of this Agreement as aforesaid, the Allottee irrevocably agrees that the Promoter shall be entitled to file declaration with respect to termination and cancellation of this Agreement before the Sub-Registrar of Assurances. However, it is clarified and agreed between the Parties that the Promoter shall take/charge cancellation charges as determined by the Promoter from the Allottee in case of failure on the part of the Allottee to execute and register the Deed of Cancellation.
- 13.7. The Promoter has informed the Allottee and the Allottee having understood has agreed that in case if this Agreement is cancelled by reason of any breach on the part of the Allottee of the terms of this Agreement then in that event the Promoter shall refund the amounts refundable to the Allottee after deducting therefrom 10% of the Consideration. Further, amounts already paid towards taxes, duties, outgoings, brokerage etc. shall also be deducted from the Consideration.
- 13.8. It is expressly agreed between the Parties that in case of the Allottee/s has obtained a loan/availed of any facility against the said Apartment and/or the rights of the Allottee/s under this Agreement, then in that event upon termination, the Promoter shall have an option to make payment of the refund amounts to the concerned bank/financial institution.
- 13.9. The said refund by the Promoter to the Allottee, sent through cheque/demand draft by registered post acknowledgement due

or by courier at the address of the Allottee mentioned herein, shall be full and final satisfaction and settlement of all claims including bank loan or brokerage if any of the Allottee under this Agreement, irrespective of whether the Allottee accepts/encashes the said cheque/demand draft or not.

13.10. In the case of joint allotment of the Apartment in favour of joint Allottees, the Promoter shall make all payments/refund under the terms of this Agreement upon termination, to the first mentioned Allottee, which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint Allottees.

13.11. The occurrence, happening or existence of any of following events shall be considered as the **“Promoter’s Event of Default”** -

- (i) Failure of the Promoter to give the Intimation to take Possession to the Allottee on or before _____ (subject to Force Majeure); or
- (ii) Breach by the Promoter of any of the representations, warranties and covenants or failure to perform, comply and observe any of its obligations and responsibilities as set forth in this Agreement.

13.12. Upon the cancellation/termination of this Agreement on account of the Promoter Event of Default as mentioned hereinabove, the Allottee shall be entitled to recover all the amounts that have been paid by the Allottee to the Promoter under the terms of this Agreement (excluding taxes etc. that have been paid by the Promoter to the Government/Statutory Bodies/ Authorities and excluding bank loan, brokerage, if any). In such a case as provided under the Act, the Promoter

shall refund the aforesaid amounts to the Allottee within a period of 30 (thirty) days or a mutually agreed date from the execution and registration of the Deed of Cancellation by the Allottee in favour of the Promoter.

- 13.13. In an event the Promoter completes construction of the said Building before the estimated date of completion/possession, then the Allottee hereby agrees and undertakes to pay to the Promoter the Consideration payable for early completed stage as per the payment linked to the said stage immediately on demand. Further, it is clarified that the Promoter will not be offering any early payment discount in such a case where the construction has been completed before the agreed timeline.

14. PROJECT MAINTENANCE AGENCY

The Allottee specifically recognizes that the Project comprises of residential buildings and he/she/they is/are agreeing to purchase the Apartment situated therein. The Allottee is also aware that the Project requires proper and periodic maintenance and upkeep. The Allottee has agreed to purchase the Apartment on the specific understanding that the right to use Common Areas and Amenities shall be subject to payment of maintenance charges by him/her/them, amongst other charges, as determined by the Organization. The Organization, for the purpose of carrying out such maintenance services at the Project, may employ/hire a maintenance agency ("Maintenance Agency") appointed for the said purpose. The Allottee agrees to comply with all the rules, regulations, directions etc. framed by the Organization and/or the Maintenance Agency and/or under the applicable Laws with regard to provision of maintenance services in the Project.

15. FORMATION OF ORGANISATION

- 15.1 The Promoter and the Consenting Parties shall form an Organization under the name “ Mar Esmeralda”. The Allottee shall join as member of such Organization. The Organization of all/each Building shall be formed within a period of 3 (three) months from the date on which 51% of the total number of allottees in the Project have paid their full consideration or from the date of obtaining Occupation certificate in respect of the last building, whichever is later
- 15.2 The Promoter shall within a period of 3 (three) months from the date of the Organization of all/each Building being formed, execute a sale deed in respect of such Building in favour of the Organization of such Building/Buildings subject to the Promoter having received the Occupation Certificate and having received the entire consideration payable by the Allottee/s of the apartments in such Building. The sale deed shall be subject to such terms, conditions, covenants and undertakings on the part of the Organization of such Building/Buildings as may be required to ensure that the rights of the Promoter to sell the unsold apartments/flat/premises do not suffer and are protected. The Allottee hereby authorises the Promoter to draw up the draft of the sale deed and hereby agrees to co-operate in the execution thereof.
- 15.2 The Promoter shall prepare the transfer of title documents. The Organization of the all/each Building shall come forward and execute such documents immediately upon being called upon by the Promoter to do so to ensure that the Promoter complies with all its obligations and duties as provided under the Act. The Organization of the Building/Buildings shall indemnify and keep indemnified the Promoter from and against any liabilities that may

be imposed on the Promoter by reason of any delay on the part of the Organization of the Building in coming forward and executing such transfer of title documents.

15.3 All costs, charges and expenses including stamp duty and registration charges payable on such transfer of title documents shall be to the account of such organization.

15.4 Upon the Project Land being developed, the Promoter shall form an Apex Body of the Project Land. The organizations (including the Organization of the said Building/Buildings) that are constructed on the Project Land shall admit themselves as members of such Apex Body if formed of the Project Land. In case, upon the Apex Body of the Project Land being formed, the Promoter shall within a reasonable time execute a Deed of Conveyance in respect of the Common Areas and Amenities of the Project and the reversionary rights in respect of the Project Land, if any, in favour of such Apex Body if formed of the Project Land.

15.5 The Allottee has understood the aforesaid disclosures/representations made by the Promoter and hereby expresses its agreement and concurrence to the aforesaid structure and grants its unconditional consent to join in the formation and registration of such organisation 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 the registration of such organisation and for becoming a member of such organisation. The Allottee shall duly fill in, sign and return to the Promoter within 7 (seven) days of the necessary applications /forms being forwarded by the Promoter to the Allottee in that behalf.

- 15.6 All costs, charges and expenses including stamp duty and registration charges payable on such transfer of title documents shall be to the account of such Organization.
- 15.7 The Promoter hereby states, declares and informs to the Allottee/s that prior to or during or after completion of development and construction work of the project, various orders, permissions, NOCs, Licenses, Completion Certificates etc are required to be obtained by the Promoter on executions of certain Declarations, Undertakings and Indemnity. While granting those permissions and NOCs, the concerned authorities have imposed certain terms and conditions, which are required to be observed and complied with from time to time. The Promoter hereby agrees to comply with those terms and conditions only till the time of project is handed over to the ultimate body of Allottee i.e. the Organization formed. However, thereafter it shall be sole responsibility of the said Organization of the Allottees to abide by all rules, regulations, conditions of the said orders, permissions, NOCs etc and comply with the same and the Promoter shall not be responsible for the same after handing over of the project togetherwith its amenities to the Allottees ultimate body i.e. Organization. The list of orders, permissions and NOCs, which have been obtained till date have been given to the Allottee. Certified copies of the orders and permissions etc shall be handed over to the Organization.

16. TAXES AND OUTGOINGS

16.1. Maintenance:

- (i) Advance maintenance charges, amounting to Rs. (Rupees Only) for a two bedroom apartment and Rs.

(Rupees Only) for a three bedroom apartment, which will not carry any interest, shall be paid to the Owner at the time of taking possession of the Apartment or within 15 (fifteen) days of the Owner informing the Allottee that the Apartment is ready for possession, whichever is earlier. The advance maintenance charges shall be used towards recurring common maintenance charges including service or any other taxes payable to the Owner in this regard, wherever applicable. The Allottee hereby agree that the Promoters may maintain themselves or hand over the maintenance of the residential complex to any maintenance agency at its sole discretion.

- (ii) The amount collected in the above manner[which more fully described in the payment plan attached herein] by the Promoter to bear and pay the maintenance relating to the Buildings standing on the Project Land including 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 said Premises, the said Building and the Common Areas and Amenities for the Project for a period of two years from the Possession date. However, upon completion of the construction of Buildings on the Project Land, the Allottees shall pay such amounts as called upon by the Promoter in writing. Notwithstanding what is stated hereinabove, in case if there is any shortfall and additional amounts are required then in that event upon being called upon by the Promoter in writing, the Allottee shall forthwith make such payment.
- (iii) Upon expiry of the period of two years or earlier, the Allottee shall pay such amounts as called upon by the Promoter/Organisation, as the case may be, towards maintenance.

16.2. **Taxes:**

The Allottee shall, on and from the Possession Date be liable to bear and pay all pro-rata taxes and outgoings in respect of the said Premises, the said Building, the Project and Common Areas and Amenities for the Project namely local taxes, betterment charges or such other levies by the concerned Local Authority and/or Government.

16.3. It is clarified that till the Project is handed over to the Apex Body, the Promoter shall collect amounts from the Allottees of apartments/shops in Project and shall pay the same to the concerned third parties. Upon the project being handed over, the entire management of the project shall be in the hands of the Organisation who shall then maintain the Common Areas and Amenities of the Project after collecting necessary amounts from the Allottees.

16.4. Upon completion of construction of the buildings, the Promoter shall insure the same, to such extent, as it deems fit, in its discretion, against risks including third-party liability, acts of God, etc., but not in respect of any articles, chattels, goods, or personal effects therein; all of which shall be suitably insured by the allottees at his/her/their/its own cost and liability. The cost of the insurances to be obtained by the Promoter shall be recovered from the Allottee and the Allottee shall bear and pay the same. The Allottees / Organisation shall be responsible for the renewal of such insurance policies and bear and pay all premiums related thereto.

16.5. The Promoter has informed and represented to the Allottee that the Allottee shall be liable to contribute towards the taxes and

outgoings payable in respect of the Common Areas and Amenities of the Project.

- 16.6. It is clarified that the Promoter shall be liable to bear and pay all municipal/property taxes related to the unsold apartments/units in the said Buildings. However, no outgoings/maintenance shall be payable with regards thereto to the Organisation or PMA..

17. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

- 16.1 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 in the manner provided in the Search and Title Report dated _____ annexed to this Agreement and has the absolute right to carry out development upon the Project Land;
- (ii) The Promoter has actual, physical and legal possession of the Project Land for the implementation of the Project;
- (iii) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development on the Project Land and shall obtain requisite approvals from time to time to complete the Project;
- (iv) There are no encumbrances upon the Project Land except as disclosed in the said Search and Title Report & Supplementary Search & Title Report and as disclosed on the RERA Website;

- (v) There are no litigations pending before any Court of law with respect to the Project Land except as disclosed in the said Search & Title Report & Supplementary Search & Title Report and as disclosed on the RERA Website;
- (vi) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, Project Land and the said Building are valid and subsisting and have been obtained by following due process of law. Further, all Approvals, licenses and permits and Plans issued/to be issued by the Competent Authorities with respect to the Project, Project Land and the said Building 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;
- (vii) 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;
- (viii) 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 Project to the Competent Authorities provided however the Allottee shall be liable to contribute towards the same on and from the date of possession or expiry of 30 (thirty) days from the date of Intimation to take Possession, whichever is earlier;

- (ix) 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 Project Land) has been received or served upon the Promoter in respect of the Project Land and/or the Project;
- (x) 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 Local Authority at the time of sanctioning the Plans or thereafter and shall, before handing over possession of the Apartment to the Allottee.
- (xi) The Promoter hereby clarifies that the Common Areas and Amenities for the Project are subject to changes as per any revision that may take place in the Approvals and Plans. With regards to contribution of the Allottee towards the outgoings, the Allottee agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter the outgoings in the manner provided in Annexure “__” annexed hereto. The terms and conditions relating to the utilisation of such amounts are in accordance with this agreement, the Parties agree and undertake to abide by the same. The maintenance charges payable by the Allottee in respect of the Common Areas and Amenities for the Project Land may change from time to time. The Promoter hereby reserves the right to make changes to the Common Areas and Amenities for the Project Land as well as to revise the

maintenance charges payable by the Allottee in that regard;

- (xii) The Promoter states that there are certain pipes/cables/wires which are laid under the Project Land, which underlying cables relate to essential services that have been provided to the Allottees of the Project Land. The Promoter hereby reserves his right to enter upon the Project Land and to undertake such work/activities as may be necessary for the purpose of maintaining/servicing/repairing/replacing such underlying pipes/cables/wires.

18. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

The Allottee represents and warrants to the Promoter as follows:

-

- (i) The Allottee has adequate funds and/or has made arrangements for the purpose of making payment of the Consideration and other amounts payable to the Promoter;
- (ii) The Allottee has/have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be;
- (iii) No receiver and/or liquidator and/or official assignee or any person is appointed of the Allottee or all or any of its assets and/or properties;
- (iv) The Allottee have neither received any notice of attachment under any rule, law, regulation, statute etc. nor his/her/their assets/properties are attached;

- (v) No notice is received from the Government in India (either Central, State or Local) and/or from abroad for his/her/their involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/ her/ them;
- (vi) No execution or other similar process is issued and/or levied against him/her/their and/or against any of his/ her/their assets and properties;
- (vii) He/she/they is/are not of unsound mind and/or is not adjudged to be of unsound mind;
- (viii) He/she/they has/have not compounded payment with his creditors;
- (ix) He/she/they is/are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months;
- (x) He/she/they is/are competent to contract and enter into this Agreement as per the prevailing Indian Laws;
- (xi) The Allottee has understood the entire scheme of development of the Promoter as set out in this Agreement and has obtained the clarifications required by the Allottee and the Allottee is fully satisfied with regards thereto.

19. MUTUAL COVENANTS

- 19.1. Notwithstanding anything contained herein, it is agreed between the Parties hereto, that the sample apartment, if any, constructed by the Promoter and all furniture, items, electronic goods, amenities etc. provided therein are only for the purposes of show casing the apartment and the Promoter is not liable,

required and/or obligated to provide any furniture, items, electronic goods, amenities etc. as may be displayed in the sample apartment other than as expressly agreed by the Promoter under this Agreement.

- 19.2. The Promoter shall be entitled to allot all apartments and covered parking spaces and/or open parking space allotted/affirmed by the Association, constructed/to be constructed on the Project Land with a view that ultimately the Allottees of the various apartments in the buildings shall be admitted as members of the Organization in the manner stated above. It is agreed and clarified that the Promoter shall have all the rights and shall be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the Apartment and covered parking spaces and the Allottees of all the apartments and covered parking spaces shall be admitted as members of the Organization.
- 19.3. The Promoter shall, if necessary, become a member of the Organization in respect of its right and benefits conferred/reserved herein or otherwise entitled to in whatsoever manner. If the Promoter transfers, assigns and disposes off such rights and benefits at any time to anybody, then the assignee transferee and/or the buyers thereof at the discretion of the Promoter, be admitted as members of the Organization in respect of the said right and benefits. The Allottee herein and Organization will not have any objection to admit such assignees or transferees as its members and the Allottee hereby grants its no-objection in favour of the Promoter.

- 19.4. The Promoter shall not be liable or required to pay to the Organization any transfer fees/charges and/or any amount, compensation whatsoever. Further, the Promoter shall not be liable to contribute towards the unsold apartments.
- 19.5. All costs, charges and expenses incurred in connection with the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoter and by the Allottee including stamp duty, registration charges etc. payable in respect of such documents, shall be borne and paid by the Allottee. The Promoter shall not be liable to contribute anything towards such expenses. The Allottee alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on this Agreement and/or all other documents etc.
- 19.6. As and when called upon by the Promoter, the Allottee agrees and undertakes to unconditionally sign and execute necessary forms, applications, undertakings, documents as may be required by the Promoter for admitting the Allottee as the member of the Organization. The Allottee further agrees and undertakes that the Allottee shall do as also cause the Organization to do/ratify, all such necessary acts, deeds, matters and things as may be required by the Promoter from time to time for safeguarding their interest in the said Building and the Project Land.
- 19.7. It is agreed, confirmed and covenanted by the Allottee that the Allottee shall not be entitled to nor shall he/she/they demand a sub-division or amalgamation of the Project Land or be entitled to any FSI exceeding the FSI used or any FSI available now or in future and consumed in the said Building/s.

- 19.8. It is agreed between the Promoter and the Allottee that the Promoter shall be entitled to develop the Project Land in the manner as the Promoter may desire. The Promoter is retaining full rights for the purpose of providing ingress or egress to the Allottee from the Project Land in the manner deemed fit by the Promoter and the Allottee unequivocally consents/agrees not to raise any objection or dispute regards the same now or any time in the future and the Allottee acknowledges that hardship may be caused during such time and undertakes expressly never to object to the same.
- 19.9. The name of the Project has been decided by the Promoter and the same shall not be changed at any time.
- 19.10. The Promoter alone shall have right to allow and grant any kind of rights to the third person/s in respect of the infra-structures, amenities, facilities and utilities of the Project on such terms and conditions which Promoter may deem fit and proper and the Allottees shall not have any right to interfere with and/or object to the same.
- 19.11. If the Allottee chooses to avail financial assistance from any bank/financial Institution to acquire the Premises, it shall be the sole obligation and liability of the Allottee to repay and discharge the loan amount and all sums including but not limited to interest, penalties and charges thereon. However, if there is any delay, in payment to the Promoter of any instalment of the Consideration, by such bank/financial institution, the same shall be construed a breach and default by the Allottee of this Agreement and the consequences of breach as envisaged in this Agreement shall follow.

20. ALLOTTEE'S COVENANTS

20.1. The Allottee, with the intention to bring all persons into whomsoever's hands the Apartment may come, hereby covenants with the Promoter as follows: -

- (a) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the Possession Date and shall not do or suffer to be done anything in or to the said Building which may be against the rules, regulations or bye-laws of the Organization of the said Building or change/alter or make an addition in/to the Apartment or any part thereof and/or the said Building, without the consent of the local authorities, if required;
- (b) 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 said Building 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, including entrances of the said commercial building and in case any damage is caused to the Apartment and/or the said Building on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach;
- (c) To carry out at his/her/their own cost all internal repairs to the 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 Apartment or the said Building which may be contrary to the bye-laws of the Organization or the rules and regulations of the concerned 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 Authority;

- (d) 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 said Building 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 said Building 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. However, after the handover to the Organisation, to take the prior written consent of the Organization;
- (e) Not to carry out/undertake any such acts that shall result in any defect/s in the Apartment or Building or any other structure forming part of the Project and in the eventuality of any such situation arising, the Promoter shall be absolved from its obligation relating to remedying any defects during the defect liability period and the Allottee shall alone be

responsible for the same and towards the other aggrieved allottees in the Project.

- (f) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Building and/or the Project Land or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound of the said Building or on the Project Land;
- (h) Pay to the Promoter within 30 (thirty) days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned Authority or giving water, electricity for any other service connection to the said Building;
- (i) 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 and only if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoter and obtained the written consent of the Promoter for such transfer, assignment or parting with interest etc.;
- (j) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned 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;

- (k) The Allottee shall observe and perform all the rules and regulations which Organization 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 Apartment/Unit therein and for the observance and performance of the building rules, regulations and bye-laws. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Organization regarding the occupation and use of the Apartment and the Common Areas and Amenities for the Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;
- (l) Promoter's right of way in any of the Building/Project Land shall be strictly covered and protected till the entire project is completed after utilising FSI and till the time the construction of the last Building along with amenities is completed. The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Building or any part thereof to view and examine its state and condition and to pass through the Project Land for enabling smooth development and completion of the Project and the Common Areas and Amenities of the Project;

21. PROMOTER TO MAINTAIN SEPARATE ACCOUNT

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or

deposit, towards the outgoings, legal charges and other charges and shall utilize the amounts only for the purposes for which they have been received.

22. CONSENT FOR MORTGAGE

The Allottee hereby gives his/her/their express consent to the Promoter to raise any loan against the security by mortgage of the whole or part of the Project Land, the under construction/constructed buildings in the Project, the under construction/constructed apartments in the buildings and to mortgage the same with any bank/s, financial institutions or any other party. This consent is on an express understanding that any charge on the said Premises shall be cleared by the Promoter at their expense before the Project is handed over to the Organization.

23. CREATION OF THIRD PARTY RIGHTS

23.1 BY THE PROMOTER:

After the Promoter executes this Agreement, the Promoter 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 in the said Apartment.

23.2 BY THE ALLOTTEE:

- (i) The Allottee shall be entitled to transfer his/her/their right under this Agreement to any person or party provided however the Allottee and the new Allottee shall jointly inform the Promoter in respect thereof with a clear covenant on the part of the new Allottee undertaking to adhere to the terms and conditions of this Agreement and

also the bye laws of the Organisation. The Allottee shall be entitled to effect such transfer only if the Allottee has till then not defaulted in making any payments payable to the Promoter.

- (ii) However, the Allottee agrees and undertakes to cause the new Allottee to execute/register the deed, document, agreement or writing as may be requested by Promoter to record the transfer as mentioned hereinabove.
- (iii) Stamp duty or other charges as may be applicable on any transfer/addition shall be paid by the transferor/transferee. The Allottee shall indemnify and keep indemnified the Promoter against any action, loss, damage or claim arising against Promoter for non-payment of such stamp duty and requisite charges.
- (iv) The transfer shall be allowed only subject to clearing all the sums that shall be due and payable to the Promoter . The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations/transfer.

24. MISCELLANEOUS

- 24.1. Use of attached terrace– It is understood and agreed by and between the Parties hereto that the terraces attached to the Apartment, if any, are intended for the exclusive use of the respective Allottee/s. The terrace shall not be enclosed by the Allottee till the permission in writing is obtained from the concerned Authority and the Promoter or the Organization.
- 24.2. Electricity Deposit – If in case after handover of Project onto the Organization, there is any liability of installing additional transformer for proper electricity supply whether in the said

Building or on the Project Land, the costs and expenses of the same shall be proportionately borne by the Allottees of the Apartment in the said Building and shall be paid to the Promoter within 30 (thirty) days from such intimation.

24.3. Provision for separate water supply –

(a) The Promoter shall make necessary arrangements for providing water to the Building in the Project till the project is handed over. However, in case of non-availability of water or insufficient water supply from any Authority and if the necessary arrangement of water is required to be done from outside sources either through tankers or from any other source, then in such case the Allottees shall bear all costs and expenses of water tankers (i.e. cost of transport and water) and the same will be part of common maintenance charges. The Allottees or the Organization will have to pay the said cost of water supply as maintenance charges. The Promoter shall not be liable to pay any amount towards water charges or towards expenses for procuring water.

24.4. 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, the said Building, the said Project Land, the said Project or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment and the Internal Apartment Amenities hereby agreed to be sold to him/her/them.

24.5. The Allottee confirms that the Allottee has visited and has physically seen the Project Land and is not entering into this Agreement solely on the basis of any advertisement, brochure

or oral representation concerning the said Apartment or the said Building.

24.6. The Allottee hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the said Apartment and the Project Land and has expressly understood the contents, terms and conditions of the same and the Allottee after being fully satisfied has entered into this Agreement and further agrees not to raise any objection in regard to the same.

24.7. For the purposes of this transaction, the details of the PAN of the Promoter and the Allottee are as follows:-

- (i) PROMOTER'S PAN – AAACK7310G
- (ii) ALLOTTEE'S PAN -

25. WAIVER

25.1. No forbearance, indulgence, relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

25.2. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this

Agreement nor shall the same in any manner prejudice the rights of the Promoter.

26. 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 the Schedules and Annexures hereto along with the payments due as stipulated in the Payment Plan by the Allottee and secondly, appears for registration of this Agreement before the concerned Sub-Registrar as and when intimated by the Promoter. This Agreement shall have a binding obligation upon the Parties only upon the execution and registration of the same.

27. 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, brochures, documents and/or arrangement entered into, executed and/or provided, whether oral or written between the Parties in regard to the said Apartment, said Building or the Project Land.

28. PROVISIONS OF THIS AGREEMENT APPLICABLE ON 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 Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

29. 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 this Agreement shall be deemed to be amended or deleted in so far as they are 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.

30. 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 Allottees in the Project, the same shall be in proportion to what the Carpet Area of the Apartment bears to the total Carpet Area of all the other apartments in the said Building.

31. FURTHER ASSURANCES

The 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.

32. NOTICES

- 32.1. 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 or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee

(Allottee Address)

Notified Email ID:_____

Name of Promoter: KOLTE PATIL DEVELOPERS LIMITED.

CITY POINT, 2ND FLOOR, DHOLE PATIL ROAD, PUNE 411 001

And branch office at The estate.....

Notified Email ID:_____@koltepatil.com

- 32.2. 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.
- 32.3. 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/them which shall for all intents and purposes to consider as properly served on all the Allottees.

33. INDEMNITY

The Allottee hereby covenants with the Promoter to pay from time to time and at all times the amounts which the Allottee is liable to pay under this Agreement and to indemnify and keep indemnified the Promoter and its agents and representatives, at all times against any expenditure, loss or expense arising from any claim, damages, claims, suits, proceedings, expenses, charges that the Promoter may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement and/or on account of unauthorised alteration, repairs or wrongful use etc. to the said Premises, including the amount expended on litigation in enforcing rights herein and/or on account of or occasioned by any accident or injury to the Allottee or his/her/their representatives or any person/s visiting the Allottee or his/her/their family, guests or visitors or staff, or all persons claiming through or under the Allottee, before or after taking possession of the said Premises and during the occupation, use and enjoyment of the said Building, the Project Land and the Common Areas and Amenities.

34. GOVERNING LAW

The rights and obligations of the Parties under this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Pune Courts will have the jurisdiction for this Agreement.

35. JURISDICTION

The appropriate Authority/Courts at Pune, as applicable, will have jurisdiction in the matter.

36. STAMP DUTY AND REGISTRATION CHARGES

- 36.1. The full ad-valorem stamp duty in accordance with the Goa Stamp Act, 19__ and the full registration charges in accordance with the Indian Registration Act, 1908, of and incidental to this Agreement shall be borne and paid by the Allottee alone in full.
- 36.2. The Allottee shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the said Apartment including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee's account.
- 36.3. If the Allottee 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 a period of 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.

FIRST SCHEDULE

(Project Land)

All that plot of land, admeasuring 4000 sq. mtrs. earlier identified as "Block-B" in the sub-division scheme carried out of the property bearing Survey No. 23/1 of Dabolim Village, described in the Land Registration Office of Salcette at Margao under Description No.1263 of Book B-4 New Series and enrolled in the Taluka Revenue Office at Vasco-da-Gama under Matriz No. 8, partitioned and separated from the Said Property

and now surveyed under Survey No. 23-1-I of Dabolim Village and bounded as follows:

(Old boundaries when the plot was identified as Block-B)

- On the East : By Plot Nos. C-5, C-6, C-7 & C-8 of the abovementioned sub-division scheme.
- On the West : By 15m wide sub-division road of the abovementioned sub-division scheme.
- On the North: By 10m wide sub-division road of the abovementioned sub-division scheme.
- On the South: By 10m wide sub-division road of the abovementioned sub-division scheme.

(New Boundaries after sub-division of the Plot as Survey No. 23-1-I)

- On the East: By Part of Survey No. 23/1 of Debolim Village.
- On the West: By 15m wide sub-division road of the above old sub-division scheme.
- On the North: By 10m wide sub-division road of the above old sub-division scheme.
- On the South: By 10m wide sub-division road of the above old sub-division scheme.

SECOND SCHEDULE

(Apartment)

All that piece and parcel of the property that is Apartment bearing **No.** _____ on the _____ **floor** in the **Building “___”** having carpet area admeasuring _____ **sq. mtrs.** and exclusive right to use _____ covered parking space/ _____ open car parking space to be allotted/affirmed by the Organization. Other areas which are beyond the Carpet Area consisting of 1] Enclosed balcony admeasuring _____ **sq. mtrs.** and 2] attached

terrace admeasuring _____ **sq. mtrs.** in the project known as “**Mar Esmeralda**” which is being constructed on the property described in First Schedule written hereinabove, and which is shown on the plan annexed hereto by red colour boundary line, and also together with right to enjoy common amenities of the wing as decided and declared by the Promoter.

THIRD SCHEDULE
PAYMENT SCHEDULE

RECEIPT

RECEIVED from the Allottee a total sum of Rs. _____/- (Rupees _____ only) being the Earnest Money Deposit/booking amount paid by the Allottee to us on or before the execution of these presents in respect of sale of the said Apartment.

WE SAY RECEIVED
FOR KOLTE PATIL DEVELOPERS LIMITED

(Authorized Signatory)

IN WITNESS WHEREOF parties hereto have set and subscribed their respective hand and seal on the day and year first hereinabove mentioned. (Agreement)

SIGNED, SEALED & DELIVERED
BY THE WITHINNAMED **PROMOTER**
KOLTE PATIL DEVELOPERS LIMITED.
Through its Authorized Signatory

PROMOTER

SIGNED SEALED AND DELIVERED)
BY THE WITHINNAMED **“CONSENTING**)
PARTY”
PRIME BUILDERS

)

In the presence of

CONSENTING PARTY

SIGNED, SEALED & DELIVERED
BY THE WITHINNAMED **ALLOTTEE/S**

1. **MR.** _____

2. **MRS.** _____

ALLOTTEE/S

Witness :

- 1.
- 2.

ANNEXURE __

Sanctioned Plan

ANNEXURE __

Development Permission and License

Annexure-__

Sanad- Conversion Order

ANNEXURE __

Other Approvals

ANNEXURE __

Common Amenities and Facilities

ANNEXURE __

Project Specifications

ANNEXURE __

Title Report

Annexure __

Rera Registration certificate

ANNEXURE __

Internal apartment Amenities

ANNEXURE __

Apartment Typical Floor Plan

ANNEXURE __

Payment Plan