

**AGREEMENT FOR SALE**

THIS AGREEMENT is made on this ..... day of ..... of  
the year Two Thousand **Seventeen**

**BETWEEN**

- 1. M/S DEVASHRI NIRMAN LIMITED LIABILITY PARTNERSHIP)**, a Partnership Firm having Permanent Account No.AABFD2012N with its Registered Office situated at 203, Tulsiani Chambers, Free Press Journal Marg, Nariman Point, Mumbai 400 021, Maharashtra and its Administrative Office situated at 710-712 Seventh floor, Dempo Towers, Patto Plaza, Panaji, Goa, represented in this act by its **Liaison Officer** namely, **MR.JOAQUIM ANTONIO ARAUJO**, son of Late Joao Sebastian Araujo, aged 69 years, married, Indian National, resident of H.No.1029, Near Loutolim Church, Loutolim Goa, in his capacity as the constituted Attorney of the said Firm by virtue of the Power of Attorney dated 15-11-2012 executed before the Sub-Registrar of Panaji, Goa on 15-11-2012 by its Partners SHRI.SHRINIVAS V.DEMPO, SMT.NEELA V.DEMPO & SMT.PALLAVI S.DEMPO hereinafter referred to as the **BUILDER/SELLER/PROMOTER** (which expression shall unless it be repugnant to the context or meaning thereof mean and include its Partner or Partners for the time being, their respective heirs, successors, administrators, executors and assigns) of the **FIRST PART;**

AND

- 2.A)** **MR** ....., son of ....., aged ..... years, married/unmarried, service/business having Permanent Account No ....., and;
- 2.B)** **MRS**....., wife of ....., aged ..... years, married, service/business, having Permanent Account No ....., both Indian Nationals, resident of ..... hereinafter jointly referred to as the **PURCHASER/S "ALLOTTEE/S"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, successors, legal representatives and assigns) of the **SECOND PART.**

## AND WHEREAS

1. Within the limits of the Village of Socorro in the Taluka of Bardez, in the State of Goa, there exists a property known as **“FOTQUIREACHEM GALLUM”** also known as **“FOTQUIREM”** or **“FOTKIREM”** earlier stated to be in Serula Village this property being described in the Land Registration Office of Bardez under No.148 at page 149 of Book B-1 (New) and Inscribed under No.67 at Page 42 of Book G-1 not found enrolled in the Taluka Revenue Office but recorded in the Record of Rights under Survey No.361/1 of Village Socorro, Bardez Taluka, admeasuring an area of 61,875 square metres this property being hereinafter referred to as the **FIRST PROPERTY** and being described more particularly in the **Schedule I** hereunder written.
2. The **FIRST PROPERTY** along with an adjoining property known as **“CUNGO”** recorded in the Record of Rights under Survey No.358/5 (part) of Village Socorro, Bardez Taluka, admeasuring an area of 8,875 square metres belonged to Late Antonio Jose Lobo and his wife Etelvina Amelia Pinto.
3. THAT vide Deed of Sale dated 23.9.1882, Antonio Jose Lobo and his wife Etelvina Amelia Pinto sold the property aforementioned to Mr.Hipolito Caetano Pinto.
4. THAT Mr.Hipolito Pinto expired on 8.12.1897 and upon his death Inventory proceedings were instituted in the Civil Court of Judicial Division Mapusa, and vide Order dated 31.12.1968 made in the said Inventory Proceedings, the property aforesaid was allotted to his daughter Maria Estela Pinto.

5. THAT Maria Estela Pinto alias Maria Estella Dos Dores Pinto alias Estela de Pinto de Andrade was married to Minguel Jose Pinto de Andrade. Minguel Jose Pinto de Andrade died on 20.2.1955 and Maria Estela Pinto alias Maria Estella Dos Dores Pinto alias Estela de Pinto de Andrade died on 6.7.1970, both married without any ante-nuptial Agreement and therefore governed under the regime of Communion of Assets. Both died without any will or gift or any other testamentary disposition of their last wishes leaving behind their sole and universal heir their only son Mr. Luis Jose Pinto de Andrade married to Lucille Pinto de Andrade. Vide Deed of Succession for qualification of heirs executed on 9.8.1990 at the Office of the Notary Ex-Officio Bardez at Mapusa drawn on the Notary Book No. 747 at Pages 53 to 55 Mr. Luis Jose Pinto de Andrade married to Lucille Pinto de Andrade were declared as the only successors of the deceased.
6. THAT Mr. Luis Jose Pinto de Andrade had executed a Will dated 8.11.1989 drawn at Page 59, of Book 156 in the Office of the Civil Registrar cum Sub-Registrar and Notary Ex-officio in the Judicial Division of Bardez at Mapusa. However the property aforesaid was not allotted vide the said Will.
7. THAT Mr. Luis Jose Pinto de Andrade expired on 21.1.1991 and upon his death a Deed of Declaration was executed on 27.6.1994 in the Office of the Sub-Registrar and Notary Ex-officio of Bardez at Mapusa duly registered under No 620, Volume No.289, Book I dated 18.4.1995 wherein the universal heirs declared were his widow and four children .
8. THAT upon the death of Luis Pinto de Andrade, Inventory Proceedings were also instituted in the Court of Civil Judge, Senior Division at Mapusa bearing No.140/95/A and vide Order dated 9.2.1999, the **FIRST PROPERTY** admeasuring 61,875 square metres along with the other property aforementioned admeasuring 8,875 square metres were allotted to the heirs of late Luis Pinto de Andrade .

9. THAT a Revision Petition was filed before the Civil Judge Senior Division at Mapusa challenging this order dated 9.2.1999, being CMA No.39/99/A and an Order dated 14.2.2000 was then made by the Civil Judge Senior Division at Mapusa. During the pendency of this Revision Petition, Mrs. Jamilla Maria Colaco daughter of late Luis Pinto de Andrade expired at Houston, Texas on 14.3.1999.
10. THAT as against this Order dated 14.2.2000 made by the Civil Judge, Senior Division at Mapusa, an Appeal from Order No. 20/2000 was filed by Mr. Manuel Francisco Colaco before the High Court of Bombay at Goa and this Appeal from Order No. 20/2000 was then disposed off by the High Court of Bombay vide Judgement dated 6.9.2011 as per the Consent Terms filed , this Judgement dated 6.9.2011 made in Appeal from Order No.20 of 2000 along with the Consent terms along with the Description of the Properties and the Chart of Allotment in Inventory Proceedings No. 140/1995/A before the Civil Judge Senior Division at Mapusa Goa , being registered in the Office of the Sub-Registrar of Bardez at Mapusa under No. 218 at Pages 235 to 329 in Book No. I Volume No. 2999 on 13.7.2012.
11. THAT vide Agreement dated 24.9.2014 registered in the office of the Sub-Registrar of Bardez at Mapusa under No BRZ-BK1-04287-2014, CD NO BRZD734 on 26.9.2014 all the Owners of the SAID PROPERTY agreed to sell unto the BUILDER/SELLER/ PROMOTER from the FIRST PROPERTY admeasuring 61,875 square metres, an area of 54,717 square metres, on terms and conditions as set out in the said Agreement, this area to be developed of 54,717 square metres being hereinafter referred to as the **SAID PROPERTY** and being described more particularly in the **Schedule II** hereunder written. Development Rights therefore have been granted by all the Owners to the **BUILDER/SELLER/ PROMOTER**.

That the Southern Portion of the **SAID PROPERTY** admeasuring 54,717 square metres described in the Schedule II, comprises of a portion denoted as PLOT 'A' and admeasures an area of 39,882 square metres inclusive of the area utilized for the road, this Plot 'A' admeasuring 39,882 square metres , this portion being hereinafter referred to as the **SAID PLOT** and being described more particularly in the Schedule II-A hereunder written. It is agreed and understood that this road shall be kept

open and that the original Owners of the SAID PROPERTY as well as all the Apartment Owners wherein the project DEVASHRI'S PINTO VILLE is constructed shall have the liberty and privilege to use the same without any obstruction or hindrances for all time to come.

12. The **BUILDER/SELLER/ PROMOTER** is entitled and authorised to construct buildings on the SAID PROPERTY in accordance with the recitals stated herein above.
13. The BUILDER/SELLER/ PROMOTER is in possession of the SAID PLOT
14. THAT the BUILDER/SELLER/ PROMOTER is under a scheme of development is developing the SAID PLOT by constructing thereon a cluster of 25 residential Buildings in 4 Phases as a Single Complex known as "DEVASHRI GREENS".

The BUILDER/SELLER/ PROMOTER as per their Scheme of Development has already completed two phases of Development on the SAID PLOT i.e Phase 1 comprising of 8 buildings and Phase II-A comprising of 3 buildings. The BUILDER/SELLER/ PROMOTER is now taking up 3rd Phase of Development on the SAID PLOT comprising of 7 Residential Buildings, with certain value added facilities such as Club House, Children's Play Area, Swimming Pool, and other usual standard essential features which are common for the entire project DEVASHRI GREENS and shall hereinafter be referred to as "DEVASHRI GREEN" PHASE-II-B"

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

The entire project of “**DEVASHRI GREEN” PHASE-II-B**” shall have a cluster of **7 Residential Buildings** comprising of Apartments, along with one reserved stilted car parking slot for each Apartment.

15. The PURCHASER/S/ALLOTEE/S has /have approached the **BUILDER/SELLER/ PROMOTER** after having seen and verified **all** documents pertaining to the title of the **BUILDER/SELLER/ PROMOTER** all plans, layout, specifications and as well as the overall ‘Scheme of Development’ of the “SAID PLOT” for Allotment/purchase of a Residential Apartment, in “**DEVASHRI GREENS PHASE II-B**” being constructed on the “SAID PLOT” in Building “.....” (hereinafter referred to as the **SAID BUILDING**), situated on ..... Floor and which Apartment is duly identified herein as Apartment No. .... in the plan annexed , the Apartment No. .... having a Carpet area of .....sq. mtrs . along with ..... square metres of exclusive balcony/verandah/ passage area appurtenant to the carpet area for the exclusive use of the **PURCHASER/S /ALLOTEE/S** and along with one stilted Car Park, hereinafter referred to as the SAID APARTMENT more particularly described in **SCHEDULE NO. III** hereinafter written.

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

16. A. The **BUILDER/SELLER/ PROMOTER** has appointed an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- B. The** BUILDER/SELLER/ PROMOTER has registered the Project DEVASHRI GREENS PHASE II-B under the provisions of the Real Estate (Regulation and Development) Act 2016 and the rules framed thereunder with the Real Estate Regulatory Authority at No:-.....:-  
Authenticated copy is attached in Annexe.

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

17. The **BUILDER/SELLER PROMOTER** by virtue of the Agreement dated 24.9.2014 has sole and exclusive right to sell the Apartments in the said 25 buildings to be constructed by the **BUILDER/SELLER/ PROMOTER** on the SAID PLOT and to enter into Agreements with the Allotees/Purchasers of the Apartments and to receive the sale consideration in respect thereof.

18. The Scheme as averred in clauses 1 to 18 above is the “Scheme of development” of the “SAID PLOT” as envisaged.

19. The **BUILDER/SELLER/ PROMOTER** as per their Scheme of Development is taking up the construction of a cluster of 7 residential Buildings as a part of its 4 phase of Development on the “SAID PLOT” as per the plan annexed herein solely for the purpose of identification of the “Scheme of Development” and for that purpose has also obtained

(a) Conversion Sanad issued by the Collector North Goa at Panaji under No. RB/CNV/BAR/COLL/47/2014 dated 7<sup>th</sup> November 2014.

(b) Development permission to develop the SAID PLOT issued by the Town and Country Planning Department vide

i) Reference No TPB/797/TCP-17/1682 dated 12.6.2017



- (c) Construction License bearing No ..... **Dated** ..... pertaining to building “.....” issued by the Village Panchayat of Socorro of Bardez Taluka, Goa.
20. And whereas on demand from the PURCHASER/S ALLOTEE/S, the **BUILDER/SELLER/ PROMOTER** has given inspection to the PURCHASER/S ALLOTEE/S of all the documents of title relating to the SAID PROPERTY and the plans, designs and specifications prepared by the PROMOTER’S Architects M/s ULYSIS and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the SAID ACT”) and the Rules and Regulations made thereunder, and the PURCHASER/S/ ALLOTEE/S has acknowledged the receipt of the same.
20. The authenticated copies of Certificate of Title issued by the Advocate/legal Practitioner of the **BUILDER/SELLER/ PROMOTER**, showing the nature of the title of the **BUILDER/SELLER/ PROMOTER**, to the SAID PROPERTY/SAID PLOT on which the Apartments are to be constructed have been **annexed hereto**.
21. The authenticated copies of the plans of the Layout as proposed by the **BUILDER/SELLER/ PROMOTER** and as approved by the Village Panchayat of Socorro and according to which the construction of the buildings and open spaces are proposed to be provided for on the SAID PLOT have been annexed hereto.
22. And whereas the authenticated copies of the plans and specifications of the SAID APARTMENT agreed to be purchased by the PURCHASER/S/ALLOTEE/S, as sanctioned and approved by the Village Panchayat of Socorro forms a part of the Agreement.

23. While sanctioning the said plans concerned competent authorities and/or Government has laid down certain terms conditions, stipulations and restrictions which are to be observed and performed by the BUILDER/SELLER/ PROMOTER while developing the SAID PLOT and the buildings constructed thereon and upon due observance and performance of which only the completion or occupancy Certificate in respect of the said building/s shall be granted by the concerned competent authority.
24. The **BUILDER/SELLER/ PROMOTER** has accordingly commenced construction of the said buildings in the SAID PLOT in accordance with the said proposed plans.
25. The BUILDER/SELLER/ PROMOTER and the PURCHASER/S/ALLOTEE/S relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
26. **Note:-** In respect of those Apartments located on the ..... floor with horizontal flat roof i.e. .... / ..... floor of ‘... Building the PURCHASER/S/ ALLOTEE/S of such Apartment have the (optional) right to exclusively possess, use and enjoy the open terrace space adjoining /above their respective Apartment/s to the extent of the carpet – up area of the Apartment and so also with respect to other buildings in the project.
- However, no construction is permitted nor any roof garden is allowed to be put up in order to ensure the safety and to prevent probable damages (leakages etc) to the Slab beneath the open terrace.
27. Besides, in the scheme of things the BUILDER/SELLER/ PROMOTER shall construct a CLUB HOUSE as detailed in Section XII “SWIMMING POOL/CLUB HOUSE/SOCIETY OFFICE” hereinafter which shall ultimately be transferred in the name of the SOCIETY/ENTITY/ GENERAL SOCIETY for the beneficial use and enjoyment of all the Apartment Purchasers in the Said Complex **“DEVASHRI GREENS”**.

28. In Accordance with the terms and conditions set out in this Agreement, the BUILDER/SELLER/ PROMOTER hereby agrees to **allot/sell** the SAID APARTMENT inclusive of one stilted Car Park to the PURCHASER/S/ALLOTEE/S for a sum of ...../- **(Rupees.....)** (along with a copy of the Occupancy Certificate in respect of the SAID BUILDING including the SAID APARTMENT therein) and the PURCHASER/S/ALLOTEE/S hereby agrees to purchase the SAID APARTMENT on the condition that the PURCHASER/S/ALLOTEE/S will bind himself/themselves under the terms and conditions of this Agreement for the purchase of the SAID APARTMENT, more particularly described in **SCHEDULE III**.
29. The PURCHASER/S/ALLOTEE/S has/have agreed to pay the above said sum of ...../- **(Rupees .....**) for the **purchase** of the SAID APARTMENT as per the Mode of payment prescribed in SCHEDULE No. IV hereinafter written.
30. THAT The PURCHASER/S /ALLOTTEE/S herein clearly understand/s and agree/s that construction of the residential buildings with value added features as stated hereinabove shall constitute the over all development of the "SAID PLOT" as a single entity viz **"DEVASHRI GREENS"**, which interalia includes facilities such as Club House, swimming pool, compound wall, children's play area, garden, planned and regulated entry and exit etc to the "SAID PLOT" for the ultimate beneficial use and enjoyment of the said facilities to all the flat purchasers under the scheme of development
31. And whereas, under section 13 of the SAID ACT the BUILDER/SELLER/ PROMOTER is required to execute a written Agreement for sale of SAID APARTMENT with the PURCHASER/S/ALLOTEE/S, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

**NOW THIS AGREEMENT WITNESSETH AS UNDER:-**

**I. PREMISES:**

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

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

- (c) The Total Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ /Government from time to time. The BUILDER/SELLER/PROMOTER undertakes and agrees that while raising a demand on the PURCHASER/S/ALLOTEE/S for increase in development charges, cost, or levies imposed by the competent authorities etc., the BUILDER/SELLER/PROMOTER shall enclose the said notification/order/rule/ /regulation published/issued in that behalf to that effect along with the demand letter being issued to the PURCHASER/S/ALLOTEE/S, which shall only be applicable on subsequent payments.
- (d) The BUILDER/SELLER/PROMOTER warrants that:
- i) They have rights and possession of the SAID PLOT and the individual Apartments constructed thereon at **“DEVASHRI GREEN PHASE II-B”**.
  - ii) The “SAID APARTMENT” shall conform to the Standard Specifications detailed in SCHEDULE-V of this Agreement.
- e) The **BUILDER/SELLER/PROMOTER** shall confirm the final carpet area that has been allotted to the PURCHASER/S/ALLOTEE/S after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the **BUILDER/SELLER/PROMOTER**. If there is any reduction in the carpet area within the defined limit then **BUILDER/SELLER/PROMOTER** shall refund the excess money paid by PURCHASER/S/ALLOTEE/S within forty-five days with annual interest at the rate specified in the rules, from the date when such an excess amount

was paid by the PURCHASER/S/ALLOTEE/S. If there is any increase in the carpet area allotted to PURCHASER/S/ALLOTEE/S, the **BUILDER/SELLER/PROMOTER** shall demand additional amount from the PURCHASER/S/ALLOTEE/S as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(b) of this Agreement.

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

## **II. CONSIDERATION:**

- (a) In consideration of the purchase of the SAID APARTMENT inclusive of the Stilted Car Park denoted under No ..... as shown on the plan annexed to this Agreement, the PURCHASER/S/ALLOTEE/S agree/s to pay a sum of **Rs .....** exclusive of applicable taxes such as GST, duties, levies, fees, deposits etc., specified in clause VI a, b, and c, hereinafter written but includes infrastructure tax and as per the mode of payment specified in SCHEDULE No. IV to be in line with the progress of construction provided therein.
- (b) A sum of Rs ...../- will be kept as an Earnest Money Deposit (EMD) Component.

- (c) Time is essence for the BUILDER/SELLER/PROMOTER as well as the PURCHASER/S/ALLOTEE/S. The BUILDER/SELLER/PROMOTER shall abide by the time schedule for completing the project and handing over the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S and the common areas to the association of the PURCHASER/S/ALLOTEE/S after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the allottees have paid all the consideration and other sums due and payable to the BUILDER/SELLER/PROMOTER as per the Agreement. Similarly, the PURCHASER/S/ALLOTEE/S shall make timely payments of the installment and other dues payable by him/ /her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the BUILDER/SELLER/PROMOTER as provided in the Payment Schedule.
- (d) **The BUILDER/SELLER/ PROMOTER** declares that the Floor Area Ratio (F.A.R) available as on date in respect of the SAID PLOT is ..... and the BUILDER/SELLER/ PROMOTER has currently planned to utilize and has disclosed F.A.R of ..... as proposed to be utilized by him and PURCHASER/S ALLOTEE/S have agreed to purchase the SAID APARTMENT based on the proposed construction and sale of apartments to be carried out by the **BUILDER/SELLER/ PROMOTER** by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to **BUILDER/SELLER/ PROMOTER** only.
- (e) The PURCHASER/S/ALLOTEE/S agrees to pay to the **BUILDER/SELLER/PROMOTER** interest as specified, on all the delayed payment which become due and payable by the PURCHASER/S/ALLOTEE/S to the BUILDER/SELLER/PROMOTER under the terms of this Agreement from the date the said amount is payable by the PURCHASER/S/ALLOTEE/S to the BUILDER/SELLER/PROMOTER. Without prejudice to the right of BUILDER/SELLER/PROMOTER to charge interest on the delayed payment on the PURCHASER/S/ALLOTEE/S committing default in payment on due date of any amount due and payable by the

PURCHASER/S/ALLOTEE/S to the **BUILDER/SELLER/PROMOTER** under this Agreement (including his/her proportionate share of taxes and other outgoings) and **on the** PURCHASER/S/ALLOTEE/S committing three defaults in payment of any of the installments in SCHEDULE No. IV on their respective due dates, time being the essence of this Agreement, and/or in observing and performing any of the terms and conditions of this Agreement, the **BUILDER/SELLER/PROMOTER** shall without prejudice to the other rights reserved, be at liberty to terminate this Agreement. Provided the **BUILDER/SELLER/PROMOTER** shall give a prior written notice of fifteen days by Registered Post AD at the address provided by the PURCHASER/S/ALLOTEE/S or mail at the e-mail address provided by the PURCHASER/S/ALLOTEE/S of his/her/their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the PURCHASER/S/ALLOTEE/S fails to rectify the breach or breaches mentioned by the PURCHASER/S/ALLOTEE/S within the period of notice then at the end of such notice period, BUILDER/SELLER/PROMOTER shall be entitled to terminate this Agreement.

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



- (e) On the BUILDER/SELLER/PROMOTER terminating this Agreement under this clause, the BUILDER/SELLER/PROMOTER shall be at liberty to allot, sell and dispose of the SAID APARTMENT to any other person/s of its choice as the BUILDER/SELLER/PROMOTER deem fit, and for such consideration as the BUILDER/SELLER/PROMOTER may determine and the PURCHASER/S/ALLOTEE/S shall not be entitled to question this act of the BUILDER/SELLER/PROMOTER or to claim any amount from the BUILDER/SELLER/PROMOTER by way of compensation or otherwise.
- (f) The **BUILDER/SELLER/PROMOTER** shall have control over the SAID APARTMENT being the owner thereof till such time the payment of the entire amount which the PURCHASER/S/ALLOTEE/S is/are or may be found liable to pay to the **BUILDER/SELLER/PROMOTER** under the terms and conditions of this Agreement is realized.
- (g) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or its equivalent or price range (if unbranded) to be provided by the **BUILDER/SELLER/PROMOTER** in the SAID BUILDING and the SAID APARTMENT as are set out in Annexure annexed hereto.

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

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

- i) full consideration and all the amounts due and payable by the PURCHASER/S/ALLOTEE/S under this Agreement have been paid by the PURCHASER/S/ALLOTEE/S to the BUILDER/SELLER/PROMOTER promptly and
  - ii) The PURCHASER/S/ALLOTEE/S signs and executes all applications and documents required for the formation of the SOCIETY/ ENTITY/ GENERAL SOCIETY as may be decided by the BUILDER/SELLER/PROMOTER in his capacity as a CHIEF PROMOTER as envisaged hereinafter under this Agreement.
- (b) The BUILDER/SELLER/PROMOTER shall upon receipt of the requisite Occupancy Certificate and payment made by the PURCHASER/S/ALLOTEE/S as per the Agreement by a notice in writing intimate the PURCHASER/S/ALLOTEE/S, to take delivery and possession of the SAID APARTMENT within **30 days** from the date of receipt of such notice and the BUILDER/SELLER/PROMOTER shall give possession of the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S failing which the PURCHASER/S/ALLOTEE/S shall be deemed to have taken possession and delivery of the SAID APARTMENT. The BUILDER/SELLER/PROMOTER agrees and undertakes to indemnify the PURCHASER/S/ALLOTEE/S in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the BUILDER/SELLER/PROMOTER .
- c) Upon receiving a written intimation from the BUILDER/SELLER/PROMOTER the PURCHASER/S/ALLOTEE/S shall take possession of the SAID APARTMENT from the BUILDER/SELLER/PROMOTER by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified as per the Agreement within **30 days** of the written notice/intimation from the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/ intimating that the SAID APARTMENT is ready for use and occupancy and the BUILDER/SELLER/PROMOTER shall give possession of the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S.

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

In case the PURCHASER/S/ALLOTEE/S fails to take possession within **30 days** of the written notice/intimation from the BUILDER/SELLER/PROMOTER, then the PURCHASER/S/ALLOTEE/S shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project 'DEVASHRI GREENS' and the buildings constructed thereon.

The responsibility / liability for maintenance of the SAID APARTMENT in "**DEVASHRI GREENS PHASE II-B**" shall be of the respective purchasers and also the maintenance cost proportionate to the extent of the **carpet area** of the Apartments towards the common amenities provided in "**DEVASHRI GREENS PHASE II-B**" shall solely be that of the respective Purchaser/s.

- d) The BUILDER/SELLER/PROMOTER upon giving the intimation as stated above, shall be deemed to have completed the SAID APARTMENT in accordance with the Agreement in all aspect and shall not be responsible in any manner whatsoever, if the PURCHASER/S/ALLOTEE/S delay/s taking delivery of the SAID APARTMENT.
- e) The BUILDER/SELLER/PROMOTER shall not incur any liability if they are unable to deliver possession of the SAID APARTMENT by the date stipulated in Clause No.III (a) hereinabove if the completion is delayed for reason of war, civil commotion or any act of God or if non- delivery of possession arising out of or as a result of any notice, order, rule or notification/ approval of the Government, agitation or any other Public or Competent Authority, and Court or for any other reason beyond the control of BUILDER/SELLER/PROMOTER and in any of the aforesaid events the BUILDER/SELLER/PROMOTER shall be entitled to an extension of time corresponding to the extent of the length of such event for delivery of possession of the SAID APARTMENT.

- f) If the BUILDER/SELLER/PROMOTER fails to abide by the time schedule for completing the project and handing over the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S, the BUILDER/SELLER/PROMOTER agrees to pay to the PURCHASER/S/ALLOTEE/S, who does not intend to withdraw from the project, interest as specified, in the rules on all the amounts paid by the PURCHASER/S/ALLOTEE/S, for every month of delay, till the handing over of the possession.
- g) If for reasons other than those in clause No. III (e) above, the BUILDER/SELLER/PROMOTER is unable to or fails or neglects to give possession of the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S within the date specified in Clause No.III (a) above, or within any further date or dates agreed to by and between the parties hereto, then and in such case, the PURCHASER/S/ALLOTEE/S shall be entitled to give notice to the BUILDER/SELLER/PROMOTER terminating the Agreement, in which event, the BUILDER/SELLER/PROMOTER shall on demand refund to the PURCHASER/S/ALLOTEE/S the amounts already received by him/her/them in respect of the SAID APARTMENT **with interest as specified in the rule** from the date of receipt of each amount till repayment.
- h) The BUILDER/SELLER/PROMOTER shall also pay to the PURCHASER/S/ALLOTEE/S by way of liquidated damages in respect of such termination an amount of Rs.25,000/- as a full and final claim. Neither party shall have any other claim/s or reliefs including the claims on the basis of mental agony or otherwise against the other in respect of the non- delivery of the SAID APARTMENT or arising out of this Agreement and the BUILDER/SELLER/PROMOTER shall be at liberty to allot, sell and dispose off the SAID APARTMENT to any other person/s for such consideration and upon such terms and conditions as the BUILDER/SELLER/PROMOTER may deem fit.

- (i) The PURCHASER/S/ALLOTEE/S shall use the SAID APARTMENT or any part thereof for the purpose of residence or for any purpose which is permissible as per the prevailing laws. The PURCHASER/S/ALLOTEE/S shall not carry out any acts or activities which are obnoxious, anti-social, illegal or prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the other Apartment Purchaser/s in the said Complex “**DEVASHRI GREENS PHASE II-B**”. In case the ALLOTEE/S desires to let out the SAID APARTMENT on rent/lease, than in such event the PURCHASER/S/ALLOTEE/S shall fulfill all requirements as per law in force as applicable for leasing out premises including obtaining permission from the Police Department. The PURCHASER/S/ALLOTEE/S shall indemnify the BUILDER/SELLER/PROMOTER of any consequences arising out of such event. The number of people accommodated shall not exceed the norms specified by the authorities. The said tenant shall behave in such manner which is not obnoxious, anti-social, illegal or prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the other Apartment Purchaser/s in the said Complex “**DEVASHRI GREENS PHASE II-B**”.
- (k) The PURCHASER/S/ALLOTEE/S shall not let, sub-let, sell, transfer, assign or part with their interest or benefit factor of this Agreement or part with possession of the SAID APARTMENT or parking area/slot until all the dues payable by them to the BUILDER/SELLER/PROMOTER under this Agreement are fully paid up and that too only if the PURCHASER/S/ALLOTEE/S have not been guilty of breach or non-observance of any of the terms and/ or conditions of this Agreement and until they obtain/s the previous consent in writing of the BUILDER/SELLER/PROMOTER.

**IV. DEFECTS/ DEFICIENCY - EXTENT OF COVERAGE:**

- (a) If within a period of five years from the date of handing over the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S, the PURCHASER/S/ALLOTEE/S brings to the notice of the **BUILDER/SELLER/PROMOTER** any structural defect in the SAID APARTMENT or the SAID BUILDING in which the SAID APARTMENT is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the **BUILDER/SELLER/PROMOTER** at his own cost and in case it is not possible to rectify such defects, then the PURCHASER/S/ALLOTEE/S shall be entitled to receive from the **BUILDER/SELLER/PROMOTER**, compensation for such defect in the manner as provided under the Act. In case the PURCHASER/S/ALLOTEE/S carry out any work within the SAID APARTMENT after taking possession resulting in cracks and dampness or any other defect within or to the adjoining Apartment/s then in such an event the **BUILDER/SELLER/PROMOTER** shall not be liable to rectify or pay compensation but the **BUILDER/SELLER/PROMOTER** may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits etc cannot be considered as defective work.
- (b) The **BUILDER/SELLER/PROMOTER** shall not be responsible for absorption of certain colour pigments resulting in stains by vitrified tiles and consequently the PURCHASER/S/ALLOTEE/S are advised to avoid spillage of colour pigment, turmeric, Vermillion Powder etc on tiles.
- (c) It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the SAID APARTMENT shall equally be applicable to and enforceable against any subsequent Allottee/s. In case of a transfer, as the said obligation go along with SAID APARTMENT for all intents and purposes.

- (d) The PURCHASER/S/ALLOTEE/S himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the BUILDER/SELLER/PROMOTER as follows :
- i) The PURCHASER/S/ALLOTEE/S shall from the date of possession maintain the SAID APARTMENT, the walls, partitions walls, sewers, drains, pipes and appurtenances thereto, at their cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the SAID APARTMENT or to the SAID BUILDING in which the SAID APARTMENT is situated and/or common passages, or the compound which may be against the conditions or rules or bye-laws of the Village Panchayat or any other Authority or change/alter or make addition in or to the building in which the SAID APARTMENT is situated and the SAID APARTMENT itself or any part thereof without the consent of the local authorities, if required and shall attend to and answer and will be responsible for all actions and violation of any such conditions or rules or bye-laws.
  - ii) Not to store in the SAID APARTMENT any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the SAID BUILDING in which the SAID APARTMENT is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the SAID BUILDING in which the SAID APARTMENT is situated, including entrances of the SAID BUILDING in which the SAID APARTMENT is situated and in case any damage is caused to the SAID BUILDING in which the SAID APARTMENT is situated or the SAID APARTMENT on account of negligence or default of the PURCHASER/S/ALLOTEE/S in this behalf, the PURCHASER/S/ALLOTEE/S shall be liable for the consequences of the breach.

- (iii) To carry out at his own cost all internal repairs to the SAID APARTMENT and maintain the SAID APARTMENT in the same condition, state and order in which it was delivered by the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S and shall not do or suffer to be done anything in or to the SAID BUILDING in which the SAID APARTMENT is situated or the SAID APARTMENT which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the PURCHASER/S/ALLOTEE/S committing any act in contravention of the above provision, the PURCHASER/S/ALLOTEE/S shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv) Not to demolish or cause to be demolished the SAID APARTMENT or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the SAID APARTMENT or any part thereof, nor any alteration in the elevation and outside colour scheme of the SAID BUILDING in which the SAID APARTMENT is situated and shall keep the portion, sewers, drains and pipes in the SAID APARTMENT and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the SAID BUILDING in which the SAID APARTMENT is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the SAID APARTMENT without the prior written permission of the BUILDER/SELLER/PROMOTER and/or the Society or the Association.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the SAID BUILDING in which the SAID APARTMENT is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.



- vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the SAID APARTMENT in the compound or any portion of the project land and the building in which the SAID APARTMENT is situated
- vii) The PURCHASER/S/ALLOTEE/S shall permit the BUILDER/SELLER/PROMOTER and their surveyors and agents, with or without workmen and other persons at all reasonable times to enter into and upon the SAID APARTMENT or any part thereof at all reasonable times to view and examine the state and conditions thereof and the PURCHASER/S/ALLOTEE/S shall consent, within three days of the BUILDER/SELLER/PROMOTER giving a notice in writing to the PURCHASER/S/ALLOTEE/S, to that effect, to attend to all defects, decay and requirements of repair, and also for the purpose of repairing any part of the building and for the purpose of making repairs, maintaining, re-building, cleaning, lighting and keeping in order and conditions all the services, drains, pipes, cables, water courses, gutters, wires, partition walls or structure or other conveniences belonging to or serving or used for the SAID BUILDING, and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric and communication wires and cable and for similar other purposes and for all other purposes contemplated by and under this Agreement.
- viii) The PURCHASER/S/ALLOTEE/S shall observe and perform all the Rules and Regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules , Regulations and Bye-laws for the time being of the concerned local authority and of Government and other Public Bodies. The PURCHASER/S/ALLOTEE/S shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the Occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes , expenses or other out-goings in accordance with the terms of this Agreement .

**V. ALLOTMENT OF CAR PARKING AREA/SLOT:**

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

**VI. TAXES AND OUTGOINGS:**

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

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

- b) Within 30 days after notice in writing is given by the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S that the SAID APARTMENT is ready for use and occupancy, the PURCHASER/S/ALLOTEE/S shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the SAID APARTMENT) of outgoings such as local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, caretaker, sweepers and all other expenses necessary and incidental to the management and maintenance of the project DEVASHRI GREENS.

**VII. VARIATION IN PLANS:**

- (a) The BUILDER/SELLER/PROMOTER shall have to obtain prior consent in writing of the PURCHASER/S/ALLOTEE/S in respect of variations or modifications which may adversely affect the SAID APARTMENT of the PURCHASER/S/ALLOTEE/S except any alteration or addition required by any Government authorities or due to change in law.
- (b) under no circumstances the PURCHASER/S/ALLOTEE/S shall be permitted to make any structural changes or any other change in the SAID APARTMENT nor any such request shall be entertained from the PURCHASER/S/ALLOTEE.. In the event the PURCHASER/S/ALLOTEE/S desire/s to make any changes or additions within the SAID APARTMENT to the Standard Specifications detailed in SCHEDULE No.V hereafter written, subject to the overall approval of the authorities concerned, than in such an event the BUILDER/SELLER/PROMOTER shall not be responsible for the functional effectiveness and efficacy of the extra item of work.

**VIII. FORMATION OF ENTITY:**

- a) The BUILDER/SELLER/PROMOTER shall form an ASSOCIATION/ ENTITY within 3 months from the date on which at least 51 per cent of the total number of allottees in the project DEVASHRI GREENS II-B have booked their Apartment. Upon realization by the BUILDER/SELLER/PROMOTER of the full payment of the amounts due and payable to them by all the Purchasers of all the Apartments in the SAID PLOT, the BUILDER/SELLER/PROMOTER shall facilitate the PURCHASER/S/ALLOTEE/S along with other allottee(s) in his capacity as CHIEF PROMOTER (being Owner / Developer / Promoter of the SAID PLOT in forming and registering an Apex Body in the form of SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY consisting of all such entities and the PURCHASER/S/ALLOTEE/S along with the other Allottee/s of Apartments shall join in forming and registering the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY to be known by such name as the BUILDER/SELLER/PROMOTER may decide for owning and/or maintaining the SAID PLOT /Developed Area and in getting conveyed the "SAID PLOT" in the name of the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY within 3 months of obtaining Occupancy Certificate for the final phase of the development or alternatively in the event the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY is not formed, agree to get conveyed the undivided impartible and proportionate share in the SAID PLOT corresponding to the extent of the holdings of the respective Apartment proportionate to the carpet up area in the names of all the Purchasers and further assist in the formation of GENERAL SOCIETY for the purpose of maintenance/ upkeep of the Buildings and Complex in the SAID PLOT and for this purpose the PURCHASER/S/ALLOTEE/S shall from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the BUILDER/SELLER/PROMOTER within seven days of the same being forwarded by the BUILDER/SELLER/PROMOTER to the

PURCHASER/S/ALLOTEE/S, so as to enable the BUILDER/SELLER/PROMOTER to register the common organization of the Allotees. No objection shall be taken by the PURCHASER/S/ALLOTEE/S, if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- b) The PURCHASER/S/ALLOTEE/S at the time of taking over of the possession of the SAID APARTMENT shall deposit with the BUILDER/SELLER/PROMOTER the amount corresponding to the Stamp duty and Registration charges as applicable for the execution of the Deed of Sale at the time of the handing over of the possession of the SAID APARTMENT as also towards Drafting and finalization of the Deed of Sale and towards legal expenses and Advocates fees to enable the BUILDER/SELLER/PROMOTER to finalize the Deed of Sale as and when deemed fit. It is however clearly understood that in case of there being any difference in the Stamp duty and registration charges, the difference in the same shall be payable/refundable to the PURCHASER/S/ALLOTEE/S.
- (c) The PURCHASER/S/ALLOTEE/S and the person/s to whom the SAID APARTMENT is /are let, sub-let, transferred, assigned or given in possession of, shall be governed by and shall observe and comply with all the bye-laws, rules and regulations that may be laid down by the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY as may be applicable from time to time (as and when formed).
- (d) The PURCHASER/S/ALLOTEE/S shall be bound, from time to time to sign all papers and documents and to do all acts, deeds and things as may be necessary from time to time, for safeguarding the interest of the BUILDER/SELLER/PROMOTER and of the other Apartment purchasers in “**DEVASHRI GREENS**” Complex.

- e) In the event a SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY is formed and/or registered well before the completion of all the Buildings in **“DEVASHRI GREENS”** COMPLEX, i.e., well before the completion of the Scheme of Development, the SOCIETY /ENTITY/ GENERAL SOCIETY and the ALLOTEE/S together with other Apartment purchasers shall be subject to the overall authority and control of the BUILDER/SELLER/PROMOTER in respect of any matter concerning the SAID PLOT or the SAID APARTMENT or the said COMPLEX **“DEVASHRI GREENS”** or this Agreement.
- f) The BUILDER/SELLER/PROMOTER shall be in absolute control of unsold Apartments in **“DEVASHRI GREENS”** COMPLEX.
- g) All papers pertaining to the admission to the SOCIETY/ ENTITY/ GENERAL SOCIETY and the rules and regulations thereof as also all the necessary Deed / Deeds of Conveyance including the subsequent sale if any, till such time the admission is taken to the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY shall be prepared by the Advocate of the BUILDER/SELLER/PROMOTER.
- h) The PURCHASER/S/ALLOTEE/S shall pay to the BUILDER/SELLER/PROMOTER their proportionate share for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at Law/Advocates of the BUILDER/SELLER/PROMOTER in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws.

**IX. UPKEEP OF COMMON AMENITIES AND EXPENDITURE RELATING THERETO**

- (a) It is clearly agreed and understood that the responsibility / liability with respect to the common amenities of **“DEVASHRI GREENS”** is exclusively that of the Purchaser/s (including the PURCHASER/S/ALLOTEE/S herein) of various premises in **“DEVASHRI GREENS”** and or the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY.
- (b) The PURCHASER/S/ALLOTEE/S of Apartment shall deposit with the BUILDER/SELLER/PROMOTER as under;
- i) **Rs.15,000/-** as initial deposit towards defraying the expenses as referred to in Clause IX (c) herein below
  - ii) **Rs.1,000/-** as membership of the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY
- c) The PURCHASER/S/ALLOTEE/S agree/s and bind/s himself/ themselves to contribute to the BUILDER/SELLER/PROMOTER such amount as may be decided by the BUILDER/SELLER/PROMOTER till the formation of the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY and furthermore to the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY such amount as may be decided by the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY after its formation as the case may be for the upkeep / governance and proper maintenance of the **“SAID PLOT”** and the buildings including the maintenance of common lights, water charges, watchman’s remuneration, maintenance of open spaces garden, lift and caretaker’s salary etc irrespective of the use of these value additions by the owners of the Apartments. The obligation to pay shall start within 30 days after notice in writing is given by the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S that the SAID APARTMENT is ready for use and occupancy. The BUILDER/SELLER/PROMOTER or the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY as the case may be, depending upon the circumstances, shall be empowered to delete from or add any item for better governance of the SAID PLOT as they may deem fit and proper depending upon the exigencies of the situation from time to time.

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

It is further agreed by and between the Parties herein that the BUILDER/SELLER/PROMOTER shall operate a separate account (S.B./Current Account) in a Nationalized Bank in respect of the aforesaid funds as stated hereinabove which shall be operated solely by the BUILDER/SELLER/PROMOTER in Trust till such time the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY is formed and shall utilize the amounts only for the purpose for which they have been received.

- (e) The Maintenance charges levied and collected at a prescribed rate as envisaged in clause IX (d) above from the Purchasers including the PURCHASER/S/ALLOTEE/S herein shall also be put into the aforesaid account in order to facilitate the BUILDER/SELLER/PROMOTER to operate and effect payment towards maintenance/upkeep as and when required till such time the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY is formed as stated hereinabove.



- (f) The BUILDER/SELLER/PROMOTER shall invest the surplus funds, if any and if available, in the form of fixed Deposits in a Nationalized Bank only and the interest accrued thereon as per the prevailing rate at that time shall be ploughed back into the separate and exclusive account in Trust maintained for this purpose as stated herein above.
- (f) The BUILDER/SELLER/PROMOTER hereby agree, undertake and bind themselves to transfer the Funds available in the aforesaid account (F.D. Account) along with the interest accrued thereon from time to time after the formation of the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY, as the case may be as per the balance amount remaining in the Banker's record alongwith an audited statement of account.
- (g) The BUILDER/SELLER/PROMOTER also hereby agree to handover the balance amount with him as stated in Clause IX (d) maintained in the S.B./Current Account after deductions, if any, after the formation of the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY.

**X. DISCLAIMER:**

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

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

**XI. INCREASE IN MAINTENANCE DEPOSIT ETC.**

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

SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY to demand the same in writing, although a notice may be sent to remind the PURCHASER/S/ALLOTEE/S only as a matter of courtesy.

**XII. SWIMMING POOL/CLUB HOUSE/SOCIETY OFFICE:**

- (a) The BUILDER/SELLER/PROMOTER shall construct a SWIMMING POOL within the precincts of the SAID PLOT. The BUILDER/SELLER/PROMOTER shall also construct a CLUB HOUSE in “DEVASHRI GREENS” COMPLEX. The said SWIMMING POOL and CLUB HOUSE shall ultimately be transferred to the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY for the beneficial use of all the Apartment purchasers. The CLUB HOUSE shall comprise of Gymnasium section, Indoor games section (table tennis, carom and chess only) a small room for Office of the Manager and Toilet Block. The PURCHASER/S/ALLOTEE/S shall be entitled to use the Swimming pool, Club House, garden provided by the BUILDER/SELLER/PROMOTER, and such use shall be at the sole responsibility and risk of the PURCHASER/S/ALLOTEE/S or PURCHASER/S/ALLOTEE/S’s family members and they shall abide by the rules and regulations framed by the BUILDER/SELLER/PROMOTER or the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY for this purpose from time to time.
- b) All the purchasers of the Apartment including the PURCHASER/S/ALLOTEE/S of the SAID APARTMENT are entitled to the Membership of the said SWIMMING POOL and CLUB HOUSE located in the SAID PLOT . The maintenance charges towards the SWIMMING POOL and CLUB HOUSE shall also be payable by each of the PURCHASER/S/ALLOTEE/S OF APARTMENT initially at the rate of Rs.**750**/- per Apartment per month, (for the time being) towards upkeep and maintenance of the facilities, staff salary of the CLUB HOUSE, Electricity Consumption, Water Consumption, Equipment Maintenance Charges etc. The use of SWIMMING POOL and CLUB HOUSE (facilities) will be restricted only to the PURCHASER/S/ALLOTEE/S of the SAID APARTMENT and his/her

family members. The maintenance charge is due and payable within 30 days after notice in writing is given by the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S that the SAID APARTMENT is ready for use and occupancy, which may be raised depending upon the input costs and other services from time to time.

The Maintenance charges of SWIMMING POOL and the CLUB HOUSE shall be payable on quarterly basis in advance i.e. presently **Rs.750/- per month x 6months = Rs. 4500/- .**

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

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

**XIII. GENERAL:**

- (a) The PURCHASER/S/ALLOTEE/S hereby confirm having taken inspection, to his/their full satisfaction, of the requisite documents of title to the SAID PLOT and of the plans/ approvals/ license relating to the SAID PLOT or SAID APARTMENT or the Complex **“DEVASHRI GREENS”**.

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

- (b) The BUILDER/SELLER/PROMOTER shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the SAID PLOT and/or in the **“DEVASHRI GREENS”**, provided it does not in any way affect or prejudice the right of the PURCHASER/S/ALLOTEE/S in respect of the SAID APARTMENT.
- (c) The PURCHASER/S/ALLOTEE/S shall be bound to sign all the papers and documents and do all the things and matters as the BUILDER/SELLER/PROMOTER may require from them from time to time in this behalf for safeguarding, interalia, the interest of the BUILDER/SELLER/PROMOTER and the PURCHASER /S/ALLOTEE/S as well.

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

.....

.....

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

- (e) The PURCHASER/S/ALLOTEE/S hereby give/s his/their express consent to the BUILDER/SELLER/PROMOTER to raise any loans against the SAID PLOT and/or **“DEVASHRI GREENS”** and/or the Complex **“DEVASHRI GREENS”** and to charge/mortgage the same with any Bank or Banks or any other Party. This consent is however on the express understanding that the BUILDER/SELLER/PROMOTER shall ensure to have any such charge/mortgage on the SAID APARTMENT completely vacated before the SAID APARTMENT is handed over to the PURCHASER/S/ALLOTEE/S for delivery and possession under this Agreement.
- (g) In the event the PURCHASER/S/ALLOTEE/S chooses to transfer his SAID APARTMENT to any Third Party, in the intervening period till such time the possession of the SAID APARTMENT is handed over to the PURCHASER/S/ALLOTEE/S, the

BUILDER/SELLER/PROMOTER shall be entitled to receive from the PURCHASER/S/ALLOTEE/S, 10% of the sale consideration of this Transfer (Agreement) as "Transfer charges" and in addition the PURCHASER/S/ALLOTEE/S shall pay a sum of Rs.7,500/- (Rupees Seven thousand five hundred only) per transaction as transaction fee to meet the Professional charges of the Advocate. Further, the BUILDER/SELLER/PROMOTER shall be a CONFIRMING PARTY in the subsequent agreement of transfer, as above interest, effect any sale, conveyances, assignment, etc., of the

- h) In case of transfer of premises by the PURCHASER/S/ALLOTEE/S to the Third Party, the PURCHASER/S/ALLOTEE/S undertakes to introduce the prospective buyer to the BUILDER/SELLER/PROMOTER and undertake to obtain consent of the BUILDER/SELLER/PROMOTER for the said transfer.
- (i) The word PURCHASER/S/ALLOTEE/S shall mean and include its plural form in case of there being more than one PURCHASER/S/ALLOTEE/S and shall also mean either of the genders i.e either in the masculine form or in the feminine form, or the firm/Company/Association/HUF depending upon the names of the PURCHASER/S/ALLOTEE/S as mentioned in the Agreement.
- (j) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the SAID APARTMENT or of the SAID PLOT or the SAID BUILDING or any part thereof. The PURCHASER/S/ALLOTEE/S shall have no claim save and except in respect of the SAID APARTMENT hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the BUILDER/SELLER/PROMOTER until the SAID PLOT and the structure of the buildings is transferred to the SOCIETY/ENTITY/GENERAL SOCIETY/ASSOCIATION/LIMITED.

- (k) After the BUILDER/SELLER/PROMOTER executes this Agreement he shall not mortgage or create a charge on the SAID APARTMENT and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the PURCHASER/S/ALLOTEE/S who has taken or agreed to take the SAID APARTMENT
- (l) Entire Agreement:- This Agreement along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the SAID APARTMENT/SAID PLOT/SAID BUILDING, as the case may be.
- (m) Right to amend.— This Agreement may only be amended through written consent of the Parties.
- (l) Severability.— If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- (m) Method of calculation of proportionate share wherever referred to in the agreement.— Wherever in this Agreement it is stipulated that the PURCHASER/S/ALLOTEE/S has to make any payment, in common with other Allottee(s) in Project DEVASHRI GREENS the same shall be in proportion to the carpet area of the SAID APARTMENT to the total carpet area of all the Apartments in the Project DEVASHRI GREENS.



(n) Further assurances.— Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

(o) Place of execution.— The execution of this Agreement shall be complete only upon its execution by the BUILDER/SELLER/PROMOTER through its authorized signatory at the BUILDER/SELLER/PROMOTER's office, or at some other place, which may be mutually agreed between the BUILDER/SELLER/PROMOTER and the PURCHASER/S/ALLOTEE/S, after the Agreement is duly executed by the PURCHASER/S/ALLOTEE/S and the BUILDER/SELLER/PROMOTER or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at **Mapusa-Goa**.

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

(p) Joint allottees.— That in case there are Joint Allottees all communications shall be sent by the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

(q) Stamp Duty and Registration.— The charges towards stamp duty and Registration of this Agreement shall be borne by the PURCHASER/S/ALLOTEE/S.

**XIV REPRESENTATIONS AND WARRANTIES OF THE  
BUILDER/SELLER/PROMOTER**

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

- (i) The BUILDER/SELLER/PROMOTER has clear and marketable title with respect to the SAID PLOT as declared in the **title report annexed to this agreement** and has the requisite rights to carry out development upon the SAID PLOT and also has actual, physical and legal possession of the SAID PLOT for the implementation of the Project DEVASHRI GREENS;
- (ii) The BUILDER/SELLER/PROMOTER has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project DEVASHRI GREENS and shall obtain requisite approvals from time to time to complete the development of the project DEVASHRI GREENS;
- (iii) There are no encumbrances upon the SAID PLOT or the project DEVASHRI GREENS;
- (iv) There are no litigations pending before any Court of law with respect to the SAID PLOT or the project DEVASHRI GREENS;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the SAID PLOT or the project DEVASHRI GREENS and the SAID BUILDING are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the SAID PLOT or the project

DEVASHRI GREENS and SAID BUILDING shall be obtained by following due process of law and the BUILDER/SELLER/PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the SAID PLOT or the project DEVASHRI GREENS/ SAID BUILDING / and common areas;

- (vi) The BUILDER/SELLER/PROMOTER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the PURCHASER/S/ALLOTEE/S created herein, may prejudicially be affected;
- (vii) The BUILDER/SELLER/PROMOTER has not entered into any Agreement for sale and/or Development Agreement or any other Agreement/arrangement with any person or party with respect to the SAID PLOT or the project DEVASHRI GREENS or the SAID APARTMENT which will, in any manner, affect the rights of PURCHASER/S/ALLOTEE/S under this Agreement;
- (viii) The BUILDER/SELLER/PROMOTER confirms that the BUILDER/SELLER/PROMOTER is not restricted in any manner whatsoever from selling the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed of the structure to the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY of Allottees the BUILDER/SELLER/PROMOTER shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY of Allottees
- (x) The BUILDER/SELLER/PROMOTER has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings,

whatsoever, payable with respect to the SAID PLOT or the project DEVASHRI GREENS to the competent Authorities;

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

**XV BINDING EFFECT:-**

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

**XV1. DISPUTES/SETTLEMENT/LITIGATION/JURISDICTION**

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

(b) That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in Mapusa will have the jurisdiction for this Agreement.

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

**SCHEDULE I ABOVE REFERRED TO**  
**DESCRIPTION OF THE FIRST PROPERTY**

All that Property known as “**FOTQUIREACHEM GALLUM**” also known as “**FOTQUIREM**” or “**FOTKIREM**” earlier stated to be in Serula Village this property being described in the Land Registration office of Bardez under No.148 at page 149 of Book B-1 (New) and Inscribed under No.67 at Page 42 of Book G-1 not found enrolled in the Taluka Revenue Office but recorded in the Record of Rights under Survey No.361/1 of Village Socorro, Bardez Taluka, admeasuring an area of 61,875 square metres situated at Ambirna , Village of Socorro, Bardez, Goa, the same being bounded on or towards the :

EAST : By property bearing survey no. 357/1 to 6  
of Village of Socorro and partly by property  
bearing Survey No 358/5

WEST: By property bearing survey no. 360/1 of  
Village of Socorro and by a public road

NORTH: By property bearing survey no. 359/1 of  
Village of Socorro

SOUTH: By property bearing survey no. 362/1 of  
Village of Socorro and by a public road

**DESCRIPTION OF THE ADJOINING PROPERTY**

ALL that property adjoining the **FIRST PROPERTY**, known as “**CUNGO**” situated at Ambirna , Village of Socorro, Bardez-Goa admeasuring an area of 8875 square meters bearing Survey No. 358/5 part.

**SCHEDULE II ABOVE REFERRED TO**  
**(DESCRIPTION OF THE SAID PROPERTY)**

ALL that property admeasuring an area of 54,717 square metres forming a portion of the **FIRST PROPERTY** bearing Survey. No. 361/1 of the Village of Socorro in Bardez Taluka in the State of Goa , bifurcated by a road and forming two portions being Plot A inclusive of the area utilized for the road admeasuring 39,882 square metres and area on other side of the road being Plot B admeasuring 14,835 square metres, this entire area of 54,717 square metres being bounded on or towards the :

EAST : By part of the property bearing Survey No 359/1 part and survey No 357/5 and 6 of Village Socorro and partly by remaining portion of Survey No. 361/1 of Village Socorro.

WEST : By the property bearing Survey No 360/1 of the Village of Socorro and by a public road

NORTH: By the property bearing survey No 359/1 of the Village of Socorro

SOUTH: By the property bearing survey No 362/1 of the Village of Socorro and by a public road

The **SAID PROPERTY** is delineated in red boundary lines marked in the plan annexed herewith.

**SCHEDULE II-A ABOVE REFERRED TO**  
**( DESCRIPTION OF SAID PLOT )**

ALL that Southern Portion of the **SAID PROPERTY** admeasuring 54,717 square metres described more particularly in the Schedule II hereinabove written, denoted as PLOT 'A' and admeasuring an area of 39,882 square metres inclusive of the area utilized for the road, this Plot 'A' admeasuring 39,882 square metres being bounded on or towards the :

EAST : By part of the property bearing Survey No. 359/1 part and survey No 357/5 and 6 of Village Socorro and partly by remaining portion of Survey No 361/1 of Village Socorro.

WEST : By the property bearing Survey No. 360/1 of the Village of Socorro and by the public road ;

NORTH: By the Plot B of Survey No. 361/1 of the Village of Socorro; and

SOUTH: By the property bearing Survey No 362/1 of the Village of Socorro and by a public road.



**SCHEDULE NO. III**  
**(DESCRIPTION OF THE SAID APARTMENT)**

All that Apartment No. .... **having a Carpet area approximately \_\_\_\_\_ sq. mtrs . along with \_\_\_\_\_ square metres of exclusive balcony/verandah/ passage area appurtenant to the carpet area for the exclusive use of the PURCHASER/S/ALLOTEE/S** and along with one stilted Car Park on the ..... floor in “....” Building, in the Housing Complex, named **“DEVASHRI GREENS PHASE II-B”** . The SAID APARTMENT is/are shown delineated in red boundary line in the plan annexed.

**SCHEDULE NO.IV**  
**MODE OF PAYMENT**

The PURCHASER/S/ALLOTEE/S has paid at the time of signing of this agreement a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (not exceeding 10% of the total consideration) and the balance amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) in the following manner:

- (i) Amount of Rs. \_\_\_/- ( \_\_\_ ) (not exceeding 30% of the total consideration) 10% to be paid to the BUILDER/SELLER/PROMOTER after registration of the Agreement.
- (ii) Amount of Rs. \_\_\_/- ( \_\_\_ ) (not exceeding 45% of the total consideration) 25% to be paid to the BUILDER/SELLER/PROMOTER on completion of the Plinth of the SAID BUILDING.
- (iii) Amount of Rs. \_\_\_/- ( \_\_\_ ) (not exceeding 55% of the total consideration) 10% to be paid to the BUILDER/SELLER/PROMOTER on completion of the second slab of the SAID BUILDING

- (iv) Amount of Rs. \_\_\_/- ( \_\_\_ ) (not exceeding 70% of the total consideration) 15% to be paid to the BUILDER/SELLER/PROMOTER on completion of the roof slab of the SAID BUILDING
- (v) Amount of Rs. \_\_\_/- ( \_\_\_ ) (not exceeding 75% of the total consideration) 5% to be paid to the BUILDER/SELLER/PROMOTER on completion of the walls, internal plaster, floorings doors and windows of the SAID APARTMENT
- (vi) Amount of Rs. \_\_\_/- ( \_\_\_ ) (not exceeding 80% of the total consideration) 5% to be paid to the BUILDER/SELLER/PROMOTER on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said SAID APARTMENT.
- (vii) Amount of Rs. \_\_\_/- ( \_\_\_ ) ( not exceeding 85% of the total consideration) 5% to be paid to the BUILDER/SELLER/PROMOTER on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the SAID BUILDING or wing in which the SAID APARTMENT is located.
- (viii) Amount of Rs. \_\_\_/- ( \_\_\_ ) (not exceeding 95% of the total consideration) 10% to be paid to the BUILDER/SELLER/PROMOTER on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the SAID BUILDING or wing in which the SAID APARTMENT is located.
- (viii) Balance Amount of Rs. \_\_\_/- ( \_\_\_ ) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

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

**SCHEDULE NO. V**

**STANDARD SPECIFICATIONS**

1. **STRUCTURE**: The Building consists of a Reinforced Cement Concrete framed structure. The masonry in plinth is of laterite stone/ concrete block in cement mortar. The masonry in superstructure is 20 cm thick laterite masonry / concrete blocks. All partition walls are of 11 cm brick burnt masonry in cement mortar.
2. **PLASTER**: The Internal plaster is in one coat of cement mortar. The external plaster in general is in two coats of cement , sand mortar.
3. **FLOOR FINISH**: The entire Apartment except the toilet is finished with vitrified tiles The flooring of the toilet is finished with ceramic tile in floor. The terrace slab is waterproofed and finished with Indian patent stone above it.
4. **WINDOWS**: The Windows in general are of powder coated aluminum sliding section. The toilet ventilators are in alluminium frame and glass louvered.
5. **DOORS**: Main door are of teak wood panelled shutter along with teak wood frame. All bedroom, balcony and toilets doors are flush doors. All door frames (except toilets) are of teak wood. All doors are provided with SS Fittings and SS Hinges. Main door accessories are in Brass.
6. **PAINTING**: Internal walls and ceiling are painted with 2 coats of Acrylic base Oil Bound Distemper. External walls are painted with 2 coats of water proof cement paint over a coat of primer.

7. **KITCHEN** : Cooking Platform with a stainless steel sink at one end is provided in the kitchen. The Platform is finished with granite stone. The dado above platform and sink is provided with glazed tile upto 50 cm ht. The standard length of kitchen platform including sink is 8 Rft.
8. **TOILET/BATH** : Toilet is provided with European style W.C pan. The floor is of ceramic tile and having ceramic tile dado. A Wash basin is provided in Master Toilet.
9. **DRAINAGE**: All sewage water is connected to the STP/septic tank/sewerage line as per the requirements of the Local Authority.
10. **WATER SUPPLY**: Water is supplied to every Apartment through a common overhead tank provided for each Building which services all the Apartments.
11. **ELECTRICAL INSTALLATION**: All wiring is in copper wire concealed in walls and slabs.  
Electrical load of the Apartment is distributed in the following manner:
  - i) **Hall / Dining**: 3 Nos- 5 amps points, 4 Nos lighting points, 2 Nos fan points, 1 No. T.V Point (However it is to be noted that no provision for A.C Point has been provided in the Hall/Dining).
  - ii) **Bedroom/s** : 1 No – 5 amps point, 2 Nos light points, 1 No fan point, 1 No- 15 amps point for the provision of A.C
  - iii) **Kitchen** : 2 Nos – 5 amps point, 3 Nos – 15 amps points, 2 Nos light points, 1 No. fan point (No provision is made for A.C point in the kitchen)
  - iv) **Toilets** : Each Toilet is provided with 1 No.– 5 amps point, 1 No. -15 amps point for water heater, 1 No. light point.

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

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

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

12. Jaquar or equivalent make S-S Bathroom fixtures are provided

13. Hindware / Cera Make or equivalent make sanitary ware are provided

14. Anchor/ Finolex or equivalent make concealed copper wiring is provided

15. 3 Phase electricity connection is provided. Hot and Cold system in toilets is provided.

16. EXTRA WORKS:

Further, after taking possession of the SAID APARTMENT, the PURCHASER/S/ALLOTEE/S without obtaining the requisite permission from the Planning & Development Authority or the Town & Country Planning Department and the Village Panchayat Authorities, shall not be entitled to execute any additional work/s in the SAID APARTMENT by way of alterations, modifications or enclosures.

Further, even after obtaining such permission, the PURCHASER/S/ALLOTEE/S shall ensure that any repairs, additions, alterations done shall in no manner cause prejudice or affect the owners/occupiers of any other Apartments in the SAID BUILDING, and in any case of any seepage of water or other defects such as cracks etc. found/noticed by the occupiers/ owner of any other Apartments, then the PURCHASER/S/ALLOTEE/S shall be solely responsible and liable for the same and the PURCHASER/S/ALLOTEE/S shall rectify the same and if necessary, restore the shape of the structure as per the original approved plan. BUILDER/SELLER/PROMOTER shall not be liable to rectify or pay compensation but the BUILDER/SELLER/PROMOTER may offer services to rectify such defects with nominal charges. Further the PURCHASER/S/ALLOTEE/S shall indemnify the BUILDER/SELLER/PROMOTER if any of the other Apartment purchasers in the SAID BUILDING suffer damages to their Apartments and claim compensation on account of alterations or modifications carried out by the PURCHASER/S/ALLOTEE/S of the SAID APARTMENT.

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

SIGNED AND DELIVERED BY )  
the withinnamed BUILDER/SELLER/PROMOTER)  
M/s DEVASHRI NIRMAN LIMITED LIABILITY PARTNERSHIP ) )  
represented herein by its )  
Liaison Officer )  
MR.JOAQUIM ANTONIO ARAUJO )  
at Panaji )\_\_\_\_\_

Left hand finger prints Right hand finger prints

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| 3..... | 3..... |
| 4..... | 4..... |
| 5..... | 5..... |

SIGNED AND DELIVERED BY )  
the withinnamed PURCHASER at 2.A above )  
**MR.** ..... )  
at Mapusa Goa )

Left hand finger prints Right hand finger prints

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| 3..... | 3..... |
| 4..... | 4..... |
| 5..... | 5..... |



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

Left hand finger prints Right hand finger prints

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| 3..... | 3..... |
| 4..... | 4..... |
| 5..... | 5..... |

IN THE PRESENCE OF WITNESSES:

1.....  
 2.....