

AGREEMENT FOR SALE

THIS AGREEMENT SALE is made and entered at Ponda - Goa, Taluka and Registration, Sub - District of Ponda, District of South Goa, in the State of Goa, on this _____ day of _____ in the year Two Thousand and 2018).

BETWEEN:-

1. M/S. SUMIT WOODS PVT LTD, a Private Limited Company, incorporated under the Companies Act, 1956, carrying on the business of Real Estate Developers and Builders, having its Registered Office at B-1101, Express Zone, Western Express Highway, Diagonally Opp. to Oberoi Mall, Malad, (East) Mumbai, 400 097 and its Goa office at “SUMIT CLASSIC”, S-102, Opposite Ponda Municipal Council, Sadar, Ponda Goa, through its Directors, SHRI. MITARAM RAMLAL JANGID, son of Shri Ramlal Jangid, age 55 years, married, businessman, Indian National, and SHRI. SUBODH RAMAKANT NEMLEKAR, son of Shri. Ramakant Nemlekar, age 61 years, married, businessman, Indian National, both residents of Mumbai, hereinafter referred to as “**THE PROMOTERS/VENDORS**” (Which expression shall unless it is repugnant to the meaning thereof mean and include, its legal heirs, legal representatives, successors and assigns) OF THE FIRST PART. THE VENDORS are represented by SHRI. DHAIRYSHIL BAPUSAHEB PATIL, age 51 years, married, Service, Indian National, resident of Flat No.501, Grandeur, Airport Road, Vasco Da Gama, in terms of Resolution dated taken at board of meeting. A certified copy of the same is filed along with this Agreement for Sale.

AND :

2. SMT _____ wife of _____ age _____ years, married, service, Indian National and her husband

3. SHRI _____, age _____ years, married, service, Indian National and both residents of _____

_____, Ponda Goa, hereinafter referred to as “**THE PURCHASER/S**” (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successors and assigns) OF THE SECOND PART:

AND:-

4. SMT. RESHMA BRAHMANAND NAIK, daughter of Mr. Sitaram Shirodkar, aged 42 years, housewife, Indian National, and her husband

5. SHRI. BRAHMANAND GANGARAM NAIK, son of Mr. Gangaram Pandhari Naik, aged 44 years, married, businessman, Indian National, both residing at “SUMIT CLASSIC”, Near Ponda Municipal Council, Sadar Ponda Goa, hereinafter jointly referred to as “**THE CONFIRMING PARTY**”, (which expression shall unless repugnant to the context or meaning thereof, include their heirs, executors, administrators, successors and assigns) OF THE THIRD PART. THE CONFIRMING PARTY is represented in this Agreement by THE VENDORS in terms of Power of Attorney dated 10/12/2012 executed before Notary Shri. B. V. Sukhthanker under Serial No.894/2012. A certified copy of the same is annexed to this Agreement.

WHEREAS there exists a property known as “PALSONA” admeasuring 23350 Sq. mts and surveyed under new Survey No.118/0 of Village Ponda, Taluka Ponda and forming part of the larger land known as “PALSON” (Fredda) do Oiteira, which lies behind the market, situated at

Curti of Taluka of Ponda, presently within the limits of Village Panchayat of Curti - Khandepar, Taluka and Registration Sub- District of Ponda, District of South Goa in the State of Goa, he property is bounded as under:-

- On or towards the East :- By fence of property of Gopal Hari Xete Parcar,
On or towards the West :- By steps of the hill (Aguas Vertentes)
On or towards the North:- By the Mango tree of Bablo Sadassiva Naique Cormolcar
existing near the fence of the property of the said Parcar
On or towards the South:- By the fence of Pandurang Xet Gudecar.

AND WHEREAS the property is not described in the Land Registration Office and enrolled in the Matríz numbers 450, 451 and 467, better described in SCHEDULE I, which belonged to the "SOCIEDADE FAMILIAR DOS KUNDAICARS" i.e. joint family of Kundaikars.

AND WHEREAS the property Palson is inscribed in Matríz Predial under Nos.450, 451, and 467 in the name of Shri Vithal Ghansham Sinai Kundaikar in the capacity as the head of said joint family of Kundaikar.

AND WHEREAS the said "SOCIEDADE FAMILIAR DOS KUNDAIKARS" or "Joint Kundaikar Family" was dissolved by Decree dated 30th June 1971 in the Civil Suit No.30/1970, by the Court of The Civil Judge Senior Division at Panaji Goa, and thereafter its estate was partitioned in the Inventory Proceedings No.21/1971 in The Court of Civil Judge, Senior Division at Panaji and in the said Inventory the above property was listed under No.385.

AND WHEREAS in the said Inventory Proceedings 1/3rd of the said property was allotted to Shri Srikant Vithal Kundaikar, 1/6th was allotted to Shri Yeshwant Shivram Sinai Kundaikar, 1/6th to Shri Santba Jivaji Sinai Kundaikar, 1/30, to Shri Shivram Rajaram Sinai Kundaikar, 1/30th to Shri Arvinda Rajaram Sinai Kundikar, 1/30th to Shri Jivaji Rajaram Sinai Kundaikar, 1/30th to Shri Vassudev Rajaram Sinai Kundaikar and 1/30th to Shri Ganpati Rajaram Kundaikar, and 1/6th was allotted to Smt Laxmibai Sinai Kundaikar widow of Shri Shantaram Sinai Kundaikar.

AND WHEREAS that Shri Srikant Vithal Sinai Kundaikar by a Will executed on 12/07/1991 has bequeathed the rights in immovable properties situated at Mercurim (Agacaim) Tiswadi Taluka, Curti and said property in favour of his wife Smt Durgabai Srikant Sinai Kundaikar, which Will is drawn in the Office of Sub- Registrar Ex-Officio Notary and recorded in Notary Book No.103 at pages 36 V to 37 V of "WILLS" Panaji Goa on 26/07/1991.

AND WHEREAS that Shri Srikant Vithal Sinai Kundaikar subsequently died on 12/01/1999 and therefore the wife of Shri Srikant Vithal Sinai Kundaikar i.e. Smt Durgabai Kundaikar became the sole owner of entire 1/3rd share of the property.

AND WHEREAS upon the death of Smt Muktabai Yeshwant Sinai Kundaikar, wife of Shri Yeshwant Sinai Kundaikar, by a Deed of Succession dated 11/02/1981 executed in the Office of the Civil Registrar Cum-Sub- Registrar and Notary Ex-Officio, at Panaji Ilhas Goa, drawn in Book 613 onwards, registered under No.683 the share of Muktabai, devolved upon Jayanti Yeshwant Sinai Kundaikar, spinster, Smt Sunita Raghurai Tamba and Shri Yeshwant Sinai Kundaikar and upon the death of said Shri Yeshwant Sinai Kundaikar on 27/09/1985 and Jayanti Sinai Kundaikar on 05/04/1998 their share in said property devolved upon Shri Raghurai Rama Tamba and Smt Sunita Raghurai Tamba.

AND WHEREAS upon the demise of Shri Santba Jivaji Sinai Kundaikar and his wife Smt Girijabai Santba Sinai Kundaikar by a Deed of Relinquishment and Qualification of heirs executed on 16th day of March 2000, in the Judicial Division of Ponda and Notarial Office, recorded at page

64 of Notarial Nook No.388 their share descended upon his sons and daughters in law i.e. Shri Laxmikant Santba Sinai Kundaikar, Smt Sima Laxmikant Sinai Kundaikar, Shri Vijaykumar Santba Sinai Kundaikar and Smt Kunda Vijaykumar Sinai Kundaikar.

AND WHEREAS upon the demise of Shri Vassudev Rajaram Sinai Kundaikar on 16/11/03 and subsequent Deed of Relinquishment and Succession executed on 15/01/2004 in the Office of Civil Registrar Cum Sub- Registrar and Notary Ex- officio, Panaji Ilhas Goa, in the Book 681 at pages 10 onwards, at Panaji dated 16/01/2004, the share of late Shri Vassudev descended equally to Shri Shivram Rajaram Sinai Kundaikar, Smt Sagunabai Shivram Sinai Kundaikar, Shri Arvind Rajaram Sinai Kundaikar, Smt Nira Arvind Sinai Kundaikar, Shri Jivaji Rajaram Sinai Kundaikar, Smt Mohini Jivaji Sinai Kundaikar, Shri Ganapati Rajaram Sinai Kundaikar, Smt Sweta Ganpati Sinai Kundaikar, became the sole heirs and entitled to 1/6th of the said property.

AND WHEREAS the share of Smt Laxmibai Shantaram Sinai Kundaikar by Deed of Succession registered in the Office of Sub- Registrar, Ponda at page 5 overleaf of Notarial Book dated 15/02/1980, has been inherited by Shri Purxotoma Shantaram Sinai Kundaikar and Smt Indirabai Purxotoma Sinai Kundaikar.

AND WHEREAS upon the demise of Shri Purxotoma Sinai Kundaikar, his share descended on his widow Smt Indirabai Purxotoma Sinai Kundaikar and his son Shri Shantaram Purxotoma Sinai kundaikar and daughter in law Smt Laxmibai S. Kundaikar, as per the Deed of Succession dated 31/05/1995 drawn in the Office of the Sub- Registrar and Notary Ex- officio in Notary Book No.652 at pages 17 V to 19 of "Notarial Deeds" reads with Deed of Relinquishment dated 07/04/1995 registered in the Office of Sub- Registrar, the Notary Public Ex-Officio and registered in that office in the Notary Book of Deeds No.651 at page 70 to 71.

AND WHEREAS by virtue of Deed of sale dated 17th August 2005, registered before the Sub-Registrar of Ponda under registration No.1711 at pages 105 to 137 of Book No.1, Volume No.879 dated 14/09/2005, Mrs. Durgabai Srikant Sinai Kundaikar and others sold and transferred the said property described in Schedule I in favour of Mr. Vishnu Gangaram Naik, Mr. Brahmanand Gangaram Naik, Mr. Dattatray Gangaram Naik, and Mr. Prakash Gangaram Naik.

AND WHEREAS by virtue of Deed of Family Settlement dated 10th December 2009, registered before the Sub- Registrar of Ponda under registration No.2383 at pages 77 to 114 Book No. I, Volume 1532 dated 22/12/2009, THE CONFIRMING PARTY was allotted Plot L admeasuring 3380.00 Sq. mtrs which is more particularly described in the SCHEDULE II and hereinafter referred to as the "SAID PLOT".

AND WHEREAS interms of Agreement dated 10/12/2012, registered before Sub – Registrar of Ponda under registered No.294/13 at pages 241 to 283 Book No.I, Volume No.2231 dated 29/01/2013, THE CONFIRMING PARTY entered into development agreement with THE VENDORS and in terms of Power of Attorney dated 10/12/2012, registered before Notary Shri. B. V. Sukhthanker appointed THE VENDORS to carry out the development and sale of the premises to be constructed in the SAID PLOT thereby reserving certain premised as per the said Agreement.

AND WHEREAS Office of Collector North Goa issued Conversion Sanad under No.RB/CNV/PON/AC-I/11/2011 dated 23/01/2013.

AND WHEREAS Construction Plan is duly approved by Office of Town Planer vide letter No.TPP/979/CUR/118/1-H/2015/1156 dated 14/09/2015.

AND WHEREAS Village Panchayat of Curti Khandepar issued Construction License under No.29/2015-2016 dated 05/10/2015 for construction of residential building.

The Promoter/Confirming Party intend to develop the said Land in 2 phases by constructing a building having Residential units as permitted and approved by the concerned approving authorities. Such developments shall consist of flats/units/premises of different areas and different types, car parking spaces (open/covered/under stilt or in basement) and such other developments as may be approved and permitted by the relevant approving authorities including such other development/s and structures as may be decided by the Promoter/Confirming Party (including other infrastructure and other amenities) and other developments as desired by the Promoter/Confirming Party which are as per designs, details, specifications etc. prepared or to be prepared by the Promoter/Confirming Party Architect and which are permitted and approved and/or to be approved by concerned planning and all other concerned approving authorities.

The Promoter/Confirming Party is solely entitled to decide the nature of the developments to be carried out on the said Land. The Promoter/Confirming Party alone will decide the nature, details and design and specify the developments to be carried out on the said Land and the same shall be guided as per the said Development Agreement.

The Promoter/Confirming Party declares that at present he has constructed and developed Phase I which comprises of Stilt (pt) + 3 upper floors known as **Building A (No.3)** on the said Land and has obtained the Occupation Certificate dated 22.03.2018 under No. 08/VPCC/2017-2018/670 from Office of The Village Panchayat Curti- Khandepar.

The Promoter/Confirming Party further declares that the Promoter/Confirming Party is fully and freely entitled to change, amend, modify, alter, resubmit the details, designs, specifications etc. in respect of existing as well as further development on the said Land in such manner as the Promoter/Confirming Party may in its own discretion deem fit and proper. The Promoter/Confirming Party further declares it is entitled to deal with and dispose of all present and future developments on the said Land in such manner and on such terms and conditions and for such price and consideration as the Promoter/Confirming Party may in its own discretion deem fit and proper subject to the terms and conditions of the said Development Agreement.

The aforesaid building has been named “**SUMIT MOUNT**”. The said **Phase I** will be a Residential which comprises of Stilt (pt) + 3 upper floors known as **Building A (No.3)** (hereinafter referred to as “the said Building”) being located on the said Land (which is shown in hatched lines on the Plan annexed herewith as Annexure “ ”), The Promoter/Confirming Party declares that it proposes to submit/ revise the plans to the concerned authorities and obtain approvals and construct BUILDING NO. B (No.4) comprises of Stilt (pt) + 3 or more upper floors and / or other facilities of the “**SUMIT MOUNT**” as **Phase II**.

The Promoter/Confirming Party declares that upon receipt of such approvals for additional floors and/or other facilities in the said Building from the concerned authorities, the Promoter/Confirming Party shall construct **Phase II BUILDING NO. B (No.4)** comprises of Stilt (pt) + 3 or more upper floors and / or other facilities in the said Building and shall have the right to sell the flats and any other facilities to any person, including the right to sell parking spaces and other facilities even to persons other than those who purchase flats in the said Building “**SUMIT MOUNT**”. The Promoter/Confirming Party declares that this is a pre-condition made known to the Purchaser/s before the negotiation/for the proposed sale of the said flat, and that the Purchaser/s has/have consented to the said pre-conditions to this Agreement for Sale.

AND WHEREAS upon completion of the project the same to be named as "SUMIT MOUNT" herein after referred to as "SCHEME OF DEVELOPMENT".

AND WHEREAS therea are no litigations affecting the development of the said property.

AND WHEREAS THE VENDORS are constructing buildings consisting of residential flats, row houses, etc for sale in favour of prospective purchasers which may / may not be constructed by amalgamating the Plot under Survey Nos.118/1-L, 118/1-D, 118/1-F and 118/1-H with adjacent plots and the entire SCHEME OF DEVELOPMENT will have a common access from one Plot to another plot with common amenities as shown in the annexure.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

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

AND WHEREAS the Promoter has proposed to construct on the project land **Building A (No.3)** having Stilt (pt) + 3 upper floors consisting of residential flats and Building No. B (No.4) having Stilt (pt) + 3 upper floors.

AND WHEREAS the Promoters have constructed and completed the construction of the said **Building A (No.3)** consisting of residential flats and have obtained the Occupation Certificate dated 22.03.2018 bearing No. 08/VPCC/2017-18/670 from The Office of the Village Panchayat, Curti- Khandepar, Goa.

AND WHEREAS THE PURCHASER/S has approached THE VENDORS after having seen and verified the title of THE VENDORS / THE CONFIRMING PARTY to the SAID PLOT, for the purchase of **Flat No.** _____ admeasuring _____ square meters Carpet Area equivalent to _____ square feet Carpet area in **Building A (No.3)** constructed in the SAID PLOT of "SUMIT MOUNT" (hereinafter referred to as the SAID BUILDING) situated on _____ **Floor** and _____ **Car Parking spaces** (the exact location and number to be allotted latter) and which Flat is duly identified in the plan annexed (and hereinafter referred to as the SAID FLAT) more particularly described in the SCHEDULE _____ written hereinafter and which is inclusive of the cost of land proportionate to the area occupied under super built up area of Flat.

AND WHEREAS THE PURCHASER/S has taken inspection of all documents pertaining to the title of THE VENDORS to the SAID PLOT and said building and all clearances, permissions, licenses and approvals obtained in connection with the proposed/completed construction and have satisfied himself / herself / themselves about the marketability of THE VENDORS title to the SAID PLOT and legality of the proposed construction and THE VENDORS right in connection with the proposed construction.

AND WHEREAS the Allottee is offered an Apartment bearing number _____ on the _____ floor, (herein after referred to as the said "Apartment") in the **Building A (No.3)** of **SUMIT MOUNT** (herein after referred to as the said "Building") being constructed in the First Phase of the said project, by the Promoter.

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

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in Annexure ' _____';

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

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

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs Girish Kelekar 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 WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure '___' and '____', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure _____

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure _____,

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure _____.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building

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

AND WHEREAS the Promoter has accordingly commenced, constructed and have completed the construction of the said building/s i.e. **Building A (No.3)** in accordance with the said proposed plans and have obtained the Occupation Certificate dated 22.03.2018 bearing No. 08/VPCC/2017-18/670 from The Office of the Village Panchayat, Curti- Khandepar, Goa.

AND WHEREAS the Allottee has applied to the Promoter after having seen and verified the title of THE VENDORS / THE CONFIRMING PARTY to the SAID PLOT for allotment of an Apartment No. onfloor in **Building A (No.3)** situated in the building No. 3 of SUMIT MOUNT being constructed in the First phase of the said Project,

AND WHEREAS the carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment

for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS THE CONFIRMING PARTY / THE VENDORS warrant that:

i.) They are the absolute owners of the SAID PLOT and the individual FLATS to be constructed thereon in SCHEME OF DEVELOPMENT.

ii.) The SAID FLAT shall conform to the Standard Specification detailed in SCHEDULE _____ of this Agreement.

iii.) THE VENDORS shall under normal conditions sell on the ownership basis (after construction) in "SUMIT MOUNT", the SAID FLAT as per the approved plans with such variations and alterations as may consider necessary or as may be required by the Architect or by competent Authority to be made in them or in any of them but so as not to reduce the super built up area of the SAID FLAT.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Goa under _____ no. _____ ;

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable)

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

1. The Promoter shall construct and has constructed the said **Building A (No.3)** (said building) consisting of stilt (pt) + 3 upper floors, on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time and that the Promoter shall be required to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
- 2 (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. of the type of carpet area admeasuring sq. metres on floor in the building No.A (No.3) of Sumit Mount (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures _____ and _____ for the consideration of Rs. including the proportionate price of the common areas and facilities

appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the _____ Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

- ii) THE PURCHASER/S to whom a stilted car parking area/slot is provided by THE VENDORS shall agree and undertake not to sub-let or alienate or create any kind of interest, to any other person, independently of the FLAT owned by THE PURCHASER/S, without the written permission of THE VENDORS. THE PURCHASER/S agrees and undertakes not to enclose or put any barricades in any manner in respect of the allotted 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 their own cost by THE PURCHASER/S to the satisfaction of THE VENDORS.
3. As consideration for the acquisition of the said Flat, the Purchaser/s hereby agree/s and undertake/s to pay to the Developers the said total purchase price of **Rs. _____ -** (Rupees _____) (**‘CONSIDERATION / PURCHASE PRICE’**) which includes the proportionate price of the common Areas and facilities appurtenant to the Premises, the nature, extent and description of the common / limited Area and facilities which are more particularly described in the **SECOND SCHEDULE** hereunder written. The said consideration shall be paid in installments as stated more particularly in the **THIRD SCHEDULE** hereunder written. The time for payment of each of the installments shall be the essence of the contract.
4. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.
5. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
6. The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ ____% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
7. The Purchaser/s hereby confirm the final carpet area that has been allotted to the Allottee in the said building B is as mentioned in the occupancy certificates granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as

per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause _____ of this Agreement.

8. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Note: Each of the instalments mentioned in the sub clause _____ shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

9. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
10. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement as agreed upon. ("Payment Plan").
11. The Promoter hereby declares that the Promoter has planned to utilize maximum Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the maximum floor Space Index as permitted by concerned authorities be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
12. If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
13. Without prejudice to the right of promoter to charge interest in terms of sub clause _____ above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify

the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

14. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall forfeit 10% of the amount and refund the balance amount to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter), out of the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter and the Promoter/Vendor shall be at liberty to sell, allot and dispose of the said premises to any other person of its choice and for such consideration as the Promoter/Vendor as may determine and purchaser shall not be entitled to question.
15. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure '_____', annexed hereto.
16. The Promoter shall give possession of the Apartment in **Building No. A (No.3)** to the Allottee on or before **31st May 2018**.

OR

The Promoter shall give possession of the Apartment in **Building No. B (No.4)** to the Allottee on or before **31st December 2020**.

If the Promoter fails or neglects to give possession of the Apartment to the Allottee as above on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee within 3 months the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause _____ herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of

- (i) war, civil commotion or act of God ;
 - (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
 - (iii) Non availability of steel and/or cement or other building material or water supply or electric power or for any other reason beyond the control by the Promoter/Vendors.
17. Procedure for taking possession - The Promoter, upon virtual completion of building and/or obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee subject to the purchaser/s having paid all the amounts due and payable to the seller/s in writing within 7 days of receiving the occupancy certificate of the Project.

18. The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:
19. Failure of Allottee to take Possession of Apartment Upon receiving a written intimation from the Promoter as per clause _____ the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and/or intimated by the Promoter/Vendors, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause _____ such Allottee shall continue to be liable to pay maintenance charges, property tax, cess and other outgoing maintenance etc from date of Occupation Certificate as applicable.
20. From the date of issue of the Occupancy Certificate or from the stipulated date as envisaged hereinabove whichever shall be later in point of time, the responsibility for maintenance of the SAID FLAT in Building A (No.3) or Building No. B (No.4), as the case may be, "SUMIT MOUNT" shall be of the respective Purchasers and also the maintenance cost proportionate to the extent of the carpet area of the FLAT towards the common amenities provided in the "SUMIT MOUNT" shall solely be that of THE PURCHASER/S.
21. If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
22. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business. (*strike of which is not applicable) He shall use the garage or parking space, if any allotted, only for purpose of keeping or parking the purchasers light motor vehicle.
23. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
24. The Promoter/Confirming Party shall, upon completion of the said project in all respect and upon receipt of all payments from purchasers shall within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/s/Promoter/s /Confirming party and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

25. The Promoter shall upon completion of the said project in all respect and, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
26. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. _____ per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.
27. The Allottee shall pay to the Promoter a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
28. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

29. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
 - v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
 - vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
 - vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
 - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
 - x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
30. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :
- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
 - iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and

regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, upon completion of development in all respect of Phase I and Phase II the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, upon completion of development in all respect of Phase I and Phase II, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

31. Any development betterment charges or deposits, by whatever name called, if demanded by or to be paid to the Village Panchayat of Curti – Khandepar or any other competent authority for the purpose of occupancy, giving water and electricity connection to “SUMIT MOUNT” shall be payable by all the Purchasers of FLATS in proportionately to the extent of carpet area purchased by each purchaser including THE PURCHASER/S of SAID FLAT. Infrastructure tax shall be payable by the respective purchasers of FLAT as per actual extent of carpet area of the FLAT purchased. THE PURCHASER/S agrees to pay to THE VENDORS within seven days of demand, such proportionate share of THE PURCHASER/S or such charges and/or deposit and/or tax and determining such amount the decision of THE VENDORS shall be final, conclusive and binding on the PURCHASER/S.
32. From the date of taking over possession of the SAID FLAT, THE PURCHASER/S shall be liable to pay the Property tax and all other tax, charges, assessments, levies etc by whatever name called, as the owner of the SAID FLAT. THE VENDORS shall not be responsible for any default in payment of such tax thereafter.
33. Any levy or tax of any nature including service tax becomes due and payable subsequently by THE VENDORS or on the Scheme “SUMIT MOUNT” or on individual FLAT in “SUMIT MOUNT” including the SAID FLAT, shall be borne by THE PURCHASER/S proportionately to the extent of the super built-up area of the SAID FLAT accordingly. The amount so to be borne by THE PURCHASER/S shall be paid by THE PURCHASER/S within 15 days of the intimation by THE VENDORS, notwithstanding the fact that the SAID FLAT, at that point of time, may have already been transferred unto THE PURCHASER/S or its possession has already been handed over to THE PURCHASER/S. The said service tax to be paid by THE PURCHASER/S as and when demanded by THE VENDORS in order to deposit before appropriate authority. Further THE PURCHASER/S undertake to pay any increase in Service tax from time to time if any and agree to deposit such amount with THE VENDORS and shall not withhold the same for any reason whatsoever.
34. Any taxes, charges or outgoings levied by the Village Panchayat of Curti Khandepar or any other Government and semi Government Department or any other competent authority for consumption of electricity, and water/sewerage charges, exclusively pertaining to the SAID FLAT shall be borne by THE PURCHASER/S from the date of issuance of Occupancy Certificate.

35. VARIATION IN PLANS:

- (a) It is hereby specifically agreed and consented to by THE PURCHASER/S that THE VENDORS shall be entitled, and also hereby deemed to have been permitted by THE PURCHASER/S to make such variations and alterations in the Building plans or in the layout elevation of the building including relocating the open spaces/ all structures/ buildings/ garden spaces and/or varying the location of the access to the building, as the exigencies of the situation and the circumstances of the case may require during the execution and completion of the Scheme as a whole before getting the Occupancy

Certificate. It is further agreed and deemed to have been explicitly consented by THE PURCHASER/S that THE VENDORS shall be entitled to amalgamate the SAID PLOT and use unused F.A.R. in adjacent plot with one or more adjoining properties/Plots and also to grant or to obtain access or right of way to or from such adjoining properties/Plots, if any and if required for the ultimate beneficial enjoyment of the SAID PLOT by the prospective purchasers of the FLAT therein and deemed to have been consented by THE PURCHASER/S. The decision of THE VENDORS in this regard shall be final and binding on THE PURCHASER/S. The PURCHASER/S hereby give their express consent to the above and it shall be considered as consent in writing of THE PURCHASER/S required by law.

(b) All plans for the "SUMIT MOUNT" have been prepared and approval(s)/ construction licensees) with respect to the same have been obtained, on the basis of the survey plans of the SAID PLOT and areas mentioned therein, and THE VENDORS are expressly entitled to revise the plans/ approval (s) /construction licensee(s) based on actual site conditions, which shall be construed a final for all purposes.

(c) THE VENDORS shall be entitled to unilaterally revise the plans and/or specifications relating to:-

i) The exterior of "SUMIT MOUNT"

ii) All common structures/ areas/ amenities in and around the Complex "SUMIT MOUNT" including adding/ modifying/ deleting/relocating any such structures/ areas/ amenities till the final submission of plans for approval and grant of Occupancy Certificate to be in consonance with the "SUMIT MOUNT" in the SAID PLOT.

iii) THE VENDORS shall be at liberty, and are hereby permitted by THE PURCHASER/S to make variations in the layout/elevation of the building including relocating the open spaces/ all structures/ buildings/ garden spaces and / or varying the location of the access to the building: as the exigencies of the situation demands and the circumstances of the case may require, so long as the super built up area of the SAID FLAT is not altered and the Standard Specifications set out in the SCHEDULE NO. V hereunder written are not altered.

iv) In the event THE PURCHASER/S desires to make any changes or additions within the SAID FLAT to the Standard Specifications detailed in Schedule No. ____ hereafter written, if permitted, by THE VENDORS subject to the overall approval; of the authorities concerned, it need be, THE PURCHASER/S shall have to pay the additional cost of such changes / additions / alterations and for the purpose of payment it will be considered as an 'extra item of work'. In such event THE VENDORS irrespective of the payment received for carrying out the, extra item of work shall be entitled for sufficient extension of time over and above the time specified in Clause ____ above to deliver the possession of the SAID FLAT, as changes / additions / alterations requires time and constant personal supervision to monitor the progress of the work.

v) In addition to above it has been made clear to THE PURCHASER/S herein and THE PURCHASER/S have consented as an end user, that the extra item of work asked for by them and to be executed by THE VENDORS as above, shall only be at their risk, responsibility and functional efficiency of such changes asked for and THE VENDORS shall not be held responsible or accountable or answerable or called upon either to re-do or re-place the same as a 'defective item of work' either in regards to quality or its functional efficiency under any circumstances since such changes carried out at the behest of THE

PURCHASER/S are a deviation from the standard and time tested design adopted by THE VENDORS, under the scheme of development.

(vi) In the event THE PURCHASER/S, either during the subsistence of this Agreement or after taking over the possession of the SAID FLAT makes any changes or additions in the electrical layout hereinafter appearing, leading to the increase in the total electrical load over and above the electrical load originally provided by THE VENDORS for the SAID FLAT, then in such an event THE VENDORS shall not be held responsible, accountable or liable or answerable either to compensate or replace any wiring material, fixtures & fittings developing any alleged defects/ deficiencies either in its quality or performance and THE PURCHASER/S shall be solely responsible for the same at their own risk and cost.

36. FORMATION OF ENTITY:

(i) Upon realization by THE VENDORS of the full payment of the amounts due and payable to them by all the Purchasers of all the FLATS in the SAID PLOT, THE VENDORS shall initiate and assist THE PURCHASER/S herein including all the other Flat purchasers in their capacity as THE VENDORS (being owner / Developer / Builder / Seller of the SAID PLOTS) in facilitating them to form a SOCIETY/ENTITY/ GENERAL SOCIETY for owning and/or maintaining the SAID PLOT and in getting conveyed the "SAID PLOT" in the name of the SOCIETY or alternatively in the event the SOCIETY / ENTITY is not formed by the Purchasers, agree to get conveyed the SAID FLAT with impartibly proportionate share in the "SAID PLOT" corresponding to the extent of the holdings of the respective Flat proportionate to the super built up area in the name/s of each of the individual Purchaser/s and further assist in the formation of GENERAL SOCIETY for the purpose of maintenance / upkeep of the buildings and Complex in the SAID PLOT. It is made clear here that besides the SAID PLOT, THE VENDORS are developing the other Plots adjacent to the SAID PLOT and THE VENDORS are entitled to form a single Society by joining all the members /Purchasers of the adjacent Plots in the same development scheme of the VENDORS and to form the single Society or to form individual Society of the buildings. The decision of THE VENDORS in this regard will be final.

(ii) The decision of THE VENDORS this regard shall be final and binding on all the purchasers of all FLATS including THE PURCHASER/S of SAID FLAT irrespective of the fact that the purchase was made either before or after the formation of the Entity.

(iii) When THE VENDORS takes a decision in this matter, THE PURCHASER/S and other Flat Purchasers of the SAID PLOTS, shall sign all forms, applications, Deed and other documents as may be required either for the admittance to the said SOCIETY / ENTITY / GENERAL SOCIETY and for the Conveyance of the "SAID PLOT" to the SOCIETY / ENTITY / GENERAL SOCIETY or to accept the conveyance of SAID FLAT along with the undivided impartible and proportionate share in the "SAID PLOT" as stated hereinabove.

(iv) THE PURCHASER/S and the person/s to whom the SAID FLAT is 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 as may be applicable from time to time (as and when formed).

(v) THE PURCHASER/S hereby agree/s and undertake /s to be a member of the SOCIETY/ENTITY/GENERAL SOCIETY yet to be formed and also from time to time to sign and execute all applications for registration and for membership and other papers and documents necessary in this regard as desired by THE VENDORS and return to THE VENDORS the same within 10 (ten) days of the same being intimated by THE VENDORS to THE PURCHASER/S.

(vi) THE PURCHASER/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 VENDORS and of the other FLAT purchasers in "SUMIT MOUNT".

(vii) In the event a SOCIETY/ENTITY/GENERAL SOCIETY is formed and/or registered well before the completion of the Buildings in "SUMIT MOUNT" well before the completion of the scheme of development in the Whole Complex, the SOCIETY /ENTITY/ GENERAL SOCIETY and the PURCHASER/S together with other Flat purchasers shall be subject to the overall authority and control of THE VENDORS in respect of any matter concerning the SAID PLOTS or the SAID FLAT or the said "SUMIT MOUNT" or this Agreement.

viii) THE VENDORS shall be in absolute control of unsold Flats in "SUMIT MOUNT".

ix) 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 shall be prepared by the Advocate of THE VENDORS.

x) All costs, charges, expenses including stamp duty, registration charges, Advocate fees/professional charges and any other expenses in connection with the preparation execution and registration of Conveyance Deed / Individual sale deed / formation of General society and/or other connected matters shall be borne by THE PURCHASER/S and other purchasers of flats in proportion and to the extent of the super built up area of the Flats purchase by them.

37. UPKEEP OF COMMON AMENITIES AND EXPENDITURE RELATING THERETO:-

- (a) It is clearly agreed and understood that the responsibility liability regarding the upkeep and maintenance of the common amenities of SUMIT MOUNT is exclusively that of all the Purchaser/s (including THE PURCHASER/S herein) of various premises in Building Nos.1 to 4 and or the SOCIETY/ ENTITY/ GENERAL SOCIETY.
- (b) The PURCHASER/S of FLAT at the time of taking over the possession of the Flat shall deposit with THE VENDORS by cheque drawn in favour of M/s Sumit Woods Pvt Ltd as under:-
- (i) Rs. _____/ (Rupees _____ only) expenses towards the maintenance for twelve months or such amount as revised from time to time of entire project till the formation of the Housing Society or obtaining of occupancy certificate which ever is earlier .

- (ii) Rs. _____/ (Rupees _____ only) as membership of the SOCIETY/ ENTITY GENERAL SOCIETY
 - (iii) Rs. _____/ (Rupees _____ only) Legal expenses towards the formation and Registration of the Housing Society.
 - (iv) Rs. _____/ (Rupees _____ only) for getting water and electricity connection to SAID FLAT, as also the cost of the respective meter box like wise cost of pipeline connecting from mains to respective flats and the cost of the cable from main electric pole to the meter box will be shared proportionately will be shared by all the flat members of the building.
- (c) THE PURCHASER/S agrees and binds themselves to contribute to THE VENDORS such amount as may be decided by THE VENDORS till the formation of the Society/ Entity / General Society and furthermore to the Society / Entity/ General Society such amount as may be decided by the Society / Entity / General Society after its formation as the case may be for the regular upkeep / governance and proper maintenance of the SAID PLOT and transfer of the SAID PLOT in favor of the Housing Society and the buildings standing thereon 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 Flats. Accordingly therefore the obligation to pay regularly on the part of THE PURCHASER/S herein shall start from the commencement of the deemed date of possession as stated in Clause _____ above. THE VENDORS or the Society/ Entity / General Society 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 PLOTS as they may deem fit and proper depending upon the exigencies of the situation from time to time.
- (i) It is further agreed by and between the Parties herein that THE VENDORS shall operate a separate account in Bank in respect of the aforesaid funds as stated hereinabove which shall be operated solely by THE VENDORS in Trust till such time the SOCIETY/ ENTITY / GENERAL SOCIETY is formed and handed over.
 - (ii) The Maintenance charges levied and collected above from the various Purchasers including THE PURCHASER/S herein shall also be put into the aforesaid account in order to facilitate THE VENDORS to operate and effect payment towards maintenance /upkeep as and when required till such time the Society/ Entity/ General Society is formed as stated hereinabove.
 - (iii) THE VENDORS 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, as the case may be as per the balance amount remaining in the Banker's record along with a certified audited statement of account by THE VENDORS Auditors.
 - (iv) THE VENDORS also hereby agree to handover the balance amount with him maintained in the Current Account after deductions, if any, after the formation, of the Society/ Entity/ General Society.

38. DISCLAIMER:

(a) THE VENDORS hereby disclaims any responsibility after the formation of 'the Society / Entity / General Society and the transfer of funds and it is the PURCHASER/S and/or the Society/Entity/General Society as the case may be shall alone be liable to pay all the aforementioned expenses, charges, dues, taxes, levies, statutory or otherwise, by whatever name called. THE VENDORS shall not be held responsible for any such alleged default in the payments made earlier vicariously or otherwise or on its precedence subsequently, by' the Society.

(b) It is clearly agreed and understood by THE PURCHASER/S that THE VENDORS responsibility during the above period till such time the Society / Entity / General Society is formed shall only be confined to the extent of payment of the above expenses only.

(c) THE PURCHASER/S herein agrees and understands that THE VENDORS shall not be held responsible, accountable or liable or answerable either to compensate or replace in the event any of the construction material used in the construction of the building and the FLATS purchased herein such as wood, accessories, wiring material, fixtures and fittings as detailed in the various clauses of the SCHEDULE _____ of the Agreement herein, developing any alleged defects/ deficiencies either in its quality or performance like change in colour, pigmentation etc during the subsistence of the defect liability period, being the products of the reputed manufacturers in Trade and Industry, more particularly when the end user i.e THE PURCHASER/S of FLAT is made cognizant of the brand of items, manufactured by reputed manufacturers in the Trade and Industry, before it is being used in the respective Flat and later on allegedly found to be defective deficient in performance, unless and until the manufacturer of such defective or deficient items are also made a dominant Party/ies in the dispute.

39. GENERAL:

(a) THE PURCHASER/S hereby confirms having taken inspection, to their full satisfaction, of the requisite documents of title to the SAID PLOTS and of the plans/approvals/license relating to the SAID PLOTS or SAID FLAT or the Complex "SUMIT MOUNT".

(b) THE VENDORS shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the SAID PLOTS and/or in the SUMIT MOUNT provided it does not in any way affect or prejudice the right of THE PURCHASER/S in respect flat.

(c) THE PURCHASER/S shall be bound to sign all the papers and documents and do all the things and matters as THE VENDORS may require from them from time to time in this behalf for safeguarding, interalia, the interest of THE VENDORS and THE PURCHASER/S as well.

(d) THE PURCHASER/S address for communication under this Agreement, shall be as under:

(e) THE PURCHASER/S shall also, from time to time notify the change in their address to THE VENDORS. Any letters, reminders, notices, documents, papers etc sent to 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, shall be deemed to have been lawfully served to THE PURCHASER/S.

(f) If at any time prior to the execution of the Deed of Conveyance the Floor Area Ratio presently applicable to the SAID PLOTS is increased, such increase shall always vests with exclusively for, the benefit of THE VENDORS alone without any rebate to THE PURCHASER/S.

(g) The VENDORS shall have first lien and paramount charges on the SAID FLAT agreed to be purchased by the PURCHASER/S in respect of any amount payable by the PURCHASER/S under the terms and condition of this Agreement.

40. DISPUTES/ SETTLEMENT/ LITIGATION/ JURISDICTION:

- a.) All parties are entitled to the Specific Performance of the Agreement under Specific Relief Act.
- b.) The possession of the SAID FLAT has not been handed over to THE PURCHASER/S.
- c.) THE CONFIRMING PARTY confirms present Agreement for Sale.
- d.) The Market Value of SAID FLAT along with undivided proportionate share in land is Rs. _____/- (Rupees _____ only).

41. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

42. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

43. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall be entitled to mortgage or create a charge on the said property/Apartment notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

44. BINDING EFFECT

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

45. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

46. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

47. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

48. 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Apartment/Plot] to the total carpet area of all the [Apartments/Plots] in the Project.

50. 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.

51. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____ .

52. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the

time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

Name of Allottee

(Allottee's Address)

Notified Email ID: _____

M/s Promoter name

(Promoter Address)

Notified Email ID: _____

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

54. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

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

56. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

57. GOVERNING LAW

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

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

SCHEDULE –I

ALL THAT property known as "PALSONA" admeasuring 23350 Sq. mts and surveyed under new Survey No.118/0 of Village Ponda, Taluka Ponda and forming part of the larger land known as PALSON (Fredda) do Oiteira, which lies behind of market, situated at Curti of Taluka of Ponda, presently within the limits of Village Panchayat of Curti Khandepar, Taluka and Registration Sub-District of Ponda, District of South Goa in the State of Goa, property is not described in the Land Registration Office and enrolled in the Matríz numbers 450, 451 and 467. The property is bounded as under:-

On or towards the East :- By fence of property of Gopal Hari Xete Parcar,

On or towards the West :- By steps of the hill (Aguas Vertentes)

On or towards the North:- By the Mango tree of Bablo Sadassiva Naique Cormolcar existing near the fence of the property of the said Parcar

On or towards the South:- By the fence of Pandurang Xet Gudecar.

SCHEDULE NO. _____

(DESCRIPTION OF THE "SAID PLOT")

ALL THAT Plot No. L admeasuring 3380.00 Sq. mts and surveyed under New Survey No.118/1-H of Village Ponda, Taluka Ponda of the larger property described in Schedule -I is bounded as follows:- On or towards the East: By property S. No.117, On or towards the West: By road, On or towards the North: By Plot S and On or towards the South: By Plot O.

SCHEDULE - _____

(DESCRIPTION OF THE SAID FLAT)

SCHEDULE NO. _____

(The mode of payment of the Purchase Price and other amounts to be paid by the Flat Purchaser/s of the Flat to the Developers)

- (a) Rs. _____% As earnest money on or before execution of this Agreement?
- (b) Rs. _____% On or before the completion of the Plinth Work.
- (c) Rs. _____% On or before the completion of various slabs (Total Payable divide by Number of Slabs)
- (d) Rs. _____% On or before Commencement of Walling, flooring work.
- (e) Rs. _____% On or before Commencement of the plaster (Internal or External).
- (f) Rs. _____% On or before Commencement of Plumbing and Sanitary work.
- (g) Rs. _____% On or before fixing of Doors & Windows.
- (h) Rs. _____% Within seven days of the Sellers intimating the Purchaser/s that the said Flat / Unit is ready for Occupation or before the Purchaser/s take/s the possession of the said Flat / Unit, whichever is earlier.

Total Rs. 100%

PROVIDED FURTHER that the Flat Purchaser/s shall pay the last installment of the purchase price within seven days from the receipt of the intimation from the Developers that the Flat agreed to be purchased by him / her / them is ready for possession and if the Flat Purchaser/s

fail/s to make payments, the Developers shall be at liberty to exercise other rights as set out in the Agreement including the right to terminate this Agreement and sell the said Flat to any other person/s.

PROVIDED FURTHER that the Certificate which may be issued by the Developers' Architect certifying that the work has commenced and / or respective work of the plinth / slabs etc. have been completed, shall be binding upon the Flat Purchaser/s and the payment of the installment shall be forthwith due and payable by the Flat Purchaser/s to the Developers.

MODE OF PAYMENT FOR EXTRA WORKS:

Extra works will be executed by THE VENDORS only after the amount corresponding to the cost of extra works is agreed to be payable by THE PURCHASER/S and the amount is deposited in advance. The estimate for the extra work, if any prepared by THE VENDORS shall be final and binding.

SCHEDULE NO. V STANDARD SPECIFICATION

1. R.C.C. Structure building with walls of brick / Laterite stone work.
2. Outside double coat sand face plaster, internally lime finish plaster.
3. Vitrified porcelano tiles in flooring of all rooms including Kitchen, staircase, landing, mid landing, etc. basic rate tiles is per square meters.
4. Ceramic tiles in flooring and up to doors height in the toilet, bath / W.C. Basic rate of tiles Rs._____ per square meters.
5. Granite Top kitchen platform with stainless steel sink and glazed tiles dado upto 2'' height on kitchen platform top.
6. Plumbing work concealed type and drainage work as per P.M.C./ Village Panchayat rules.
7. Doors and windows:-
 - a.) One side teakwood venner finish / laminated flush door to main door.
 - b.) Commercial flush door to Bedroom
 - c.) Wooden frame and marine ply wood panel or fiber doors to WC and bath.
 - d.) Louvers window to W.C. and bath
 - e.) Aluminum sliding windows with powder coating
 - f.) Aluminum / M.S. fittings to doors
 - g.) Wooden / Marble frames to all doors
8. Concealed electric work of copper wiring as approved by Electricity Department. Living Room 5 points, Bedroom 4 points, Toilet / WC/ Bath one point, kitchen 4 points.
9. Telephone point to living room.
10. One geyser to every Flat.
11. Night latch to main door.
12. Thread and riser staircase steps in Tandoor / Kota Stone / Marble.

13. Acrylic paint to outer walls and Distemper to internal walls and enamel paint to all other wooden metal work.

14. Plain cement concrete paving and small garden within building compound.

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

SIGNED AND DELIVERED BY _____)

THE VENDORS:-

M/S. SUMIT WOODS PRIVATE LIMITED

(SHRI. _____)

For the Vendors and as an Attorney of THE CONFIRMING PARTY.

Left hand finger impressions.

Right hand finger impressions.

THE PURCHASERS:-

Left hand finger impressions.

Right hand finger impressions.

THE PURCHASERS:-

SHRI.

Left hand finger impressions.

Right hand finger impressions.

Witnesses :-

1. _____

2. _____