

## AGREEMENT

This **AGREEMENT** made at Goa this \_\_\_\_\_ day of **July** in the year **Two Thousand and Seventeen**.

## B E T W E E N

- 1) \_\_\_\_\_  
 Age \_\_\_ years, Occupation –  
 (PAN NO. – \_\_\_\_\_)
- 2) \_\_\_\_\_  
 Age \_\_\_ years, Occupation –  
 (PAN NO – \_\_\_\_\_)  
 Both R/at :- \_\_\_\_\_  
 \_\_\_\_\_

Hereinafter referred to as "**THE PROMOTER**" (Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the said partnership firm, its present and future partners, their respective legal heirs, successors, legal representatives, in-interest-attorneys, nominees, legatees, executors, administrators, assignees etc.) **OF THE ONE PART**.

## A N D

- 3) \_\_\_\_\_  
 Age \_\_\_ years, Occupation –  
 (PAN NO. – \_\_\_\_\_)
- 4) \_\_\_\_\_  
 Age \_\_\_ years, Occupation –  
 (PAN NO – \_\_\_\_\_)  
 Both R/at :- \_\_\_\_\_  
 \_\_\_\_\_

Hereinafter referred to as "**THE ALLOTTEE/S**" (Which expression shall unless repugnant to the context or meaning thereof shall mean and include all his/her/their legal heirs, executors, administrators and assignees etc.) **OF THE OTHER PART**.

**A) AND WHEREAS** the Promoter has proposed to construct on the project land in\_\_ phases out of which Second phase shall comprise of Wing No. A (1) having Parking +\_ upper floors containing total flats, Wing No. B (2) having Parking + \_\_\_upper floors containing total\_flats, Wing No. C (3) having Parking +\_\_upper floors containing total\_\_flats, and Wing No. G (7) commercial wing having Parking + upper floors containing total\_Commercial units, as per present sanction plans which may be revised after loading of balance FSI. However, the Promoter has commenced the construction work of Second phase comprising of Wing A (1) .

**B) AND WHEREAS,** the Allottee/s is/are offered an Residential Unit bearing number \_\_\_\_\_ on the\_\_\_\_\_floor, (hereinafter referred to as the said 'Residential unit ') in Wing- A(1) (hereinafter referred to as the said 'Building') out of the said project " \_\_\_\_\_" being constructed in Second Phase of the said project, by the Promoter.

**C) 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.

**D) 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.

**E) AND WHEREAS,** the Promoter has sole and exclusive right to sell the Residential unit s in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee/s of the Residential unit s to receive the sale consideration in respect thereof.

**F) AND WHEREAS**, on demand from the allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects \_\_\_\_\_ and liasoning/sanctioning done by Ar. Prakash Kulkarni ( Crystal Arch) 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.

**G) AND WHEREAS**, the authenticated copies of Certificates 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 Residential unit s are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.

**AND WHEREAS**, the authenticated copy of floor plan of the Residential unit as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C-1**.

**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 C-2**.

**AND WHEREAS**, the authenticated copies of commencement certificate have been annexed hereto and marked as **Annexure-D** and the authenticated copy of NA order has been annexed and marked as **Annexure-E** herewith and specifications of the Residential unit agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been mentioned in **Schedule (V)** hereunder written and the amenities to be provided to the said Residential unit are mentioned in **Schedule (IV)** hereunder.

**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 obtained 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.

Notwithstanding whatever stated elsewhere in this Agreement, the Parties expressly agree and the Purchaser/Allottee understands that the schematic layout of amenities given in the brochure of the said Project depict the indicative amenities, however the Promoter will always at its discretion have the right to alter / amend / relocate /add / delete/change any of the items or specifications or amenities of the said Project.

Disclaimer: The plans, specifications, images and other details in our promotions and/or advertisements are only indicative and the promoter reserve the right to change any or all. The printed material does not constitute a contract / offer of any type between the promoter and the recipient. Any purchase /lease of this development shall be governed by the terms and conditions of the agreement for sale/lease entered into between the parties and no details mentioned in the above mentioned promotions and/or advertisements/ printed material shall in any way govern such transaction.

Promoter hereby clarifies that it has withdrawn all its advertisements and brochures etcetera in respect of the said Project published prior to 01.05.2017 and the same are not in use since then; and the purchaser/Allottee/s hereby acknowledges the same. The Purchaser/ Allottee/s hereby clarifies that he has relied only on the advertisements and brochures et cetera in respect of the said Project published by the Owner/ Promoter only after 01.05.2017.

Promoter, subject to the rules and regulations for the time being in force in this behalf, shall be entitled to change the user of any subsequent phase/s of the said project Land and/or any structure/s thereon for any other purposes at the absolute discretion of the Promoter but subject to the rights of the Purchaser in respect of the said Residential unit hereby agreed to be sold at the absolute discretion of the Promoter.

**AND WHEREAS**, the Promoter has accordingly commenced construction of first phase comprising of Wing-A and Wing-B respectively in accordance with the said proposed plans.

**AND WHEREAS**, the Allotte/s has/have applied to the Promoter for allotment of a Residential unit No. \_\_\_\_\_on \_\_\_\_\_floor situated

in the Wing-A(1) being constructed in the first phase of the said project.

**AND WHEREAS**, the carpet area of the said Residential unit is \_\_\_\_\_ square meters and “carpet area” means the net usable floor area of an Residential unit , excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Residential unit for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Residential unit for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Residential unit . Internal dimension shown in all Sales material as well as sanctioned plan are from brickwork to brickwork without considering internal plaster thickness. However, carpet area has been calculated on actual dimensions available at floor level as per RERA (i.e. excluding skirting thickness for external walls).

**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/s has/have paid to the Promoter a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**, being part payment of the sale consideration of the Residential unit agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has/have 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 Act with the Real Estate Regulatory Authority at \_\_\_\_\_ No. \_\_\_\_\_ authenticated copy is attached in Annexure “ ” .

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

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee/s hereby agree/s to purchase the aforesaid Residential unit.

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

1. The Promoter shall construct Second phase comprising of Wing-A (1) consisting of Parking +\_\_ 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.

**Provided** that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Residential unit of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

1(a) (i) The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s **Residential unit No.\_ of the type\_\_ of carpet area admeasuring \_\_\_\_\_sq.metres on\_\_\_\_\_floor in Wing-A(1)** (hereinafter referred to as **"the Residential unit"**) as shown in the Floor plan thereof hereto annexed and marked **Annexure C-1 and C-2** and more particularly described in **Schedule (II)** hereunder written for the consideration of **Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_Only)** 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 **Schedules (III) and (IV)** respectively.

1(b) The Allottee/s has/have paid on or before execution of this agreement a sum of **Rs.\_\_\_\_\_/-(Rupees\_\_\_\_\_Only)** (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_Only)** in the following manner:-

i. Amount of **Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ Only)** ( Balance of 25% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Residential Unit is located.

iii a. Amount of **Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_only)** (11% of the total consideration) to be paid to the Promoter on completion of the 1st slab including parking of the building or wing in which the said Residential unit is located.

iii b. Amount of **Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_only)** (11% of the total consideration) to be

paid to the Promoter on completion of the 3<sup>rd</sup> slab including parking of the building or wing in which the said Residential unit is located.

iii.c. Amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** (11% of the total consideration) to be paid to the Promoter on completion of the 5<sup>th</sup> slab including parking of the building or wing in which the said Residential unit is located.

iii d. Amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** (11% of the total consideration) to be paid to the Promoter on completion of the 7<sup>th</sup> slab including parking of the building or wing in which the said Residential unit is located.

iii e. Amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** (11% of the total consideration) to be paid to the Promoter on completion of the 9<sup>th</sup> slab including Parking of the building or wing in which the said Residential unit is located.

v. Amount of **Rs. \_\_\_\_\_ - (Rupees \_\_\_\_\_ Only)** (05% of the total consideration) to be paid to the Promoter on completion of the Brick work of the said Residential unit .

vi. Balance Amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** against and at the time of handing over the possession of the Residential unit to the Allottee/s on or after receipt of occupancy certificate or completion certificate.

Owner/Promoter herein on due date/ or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by email to the Purchaser/Allottee/s and the allottee shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation. The Purchaser/allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the service tax, VAT, GST and any such other Taxes applicable without any delay along with each instalment

1(d) In addition to the afore said agreed consideration of the said Residential unit , the Allottee/s hereby agree/s to pay Value Added Tax (VAT), Service Tax, Local Body Tax (LBT), Goods and Service Tax (GST), Stamp Duty, Registration Charges, Maintenance Charges and other duties, cesses, charges, levies of whatsoever in nature are levied by the Central/State/Semi-Govt., Corporation and/or any other authority or authorities on the sale of the Residential unit etc. and/or any of the incidents of this transaction including Vat, Service Tax, Sales Tax, LBT, GST, Tax on transfer of property in goods involved in works contracts, etc. then the Allottee/s shall be liable to pay the same immediately on the demand of the Promoter, to the Promoter before the possession of

the Residential unit /s. The Promoter shall not be liable to pay the same. The Allottee/s shall keep the Promoter indemnified from all such liabilities/taxes/cesses/duties etc. The Allottee/s has/have hereby agreed to execute separate indemnity bond/s for additional liability, before taking possession of the said Residential unit /s.

1(e) 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 24<sup>th</sup> November, 2017. The Promoter undertakes and agrees that while raising a demand on the Allottee/s 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/s, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s by discounting such early payments @\_-\_% per annum for the period by which the respective installment 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/s by the Promoter.

1(g) Disclosure regarding enclosed balcony:-

The Promoter has disclosed and made the Allottee/s well aware that, as per sanction building plan the balconies are shown in the Said Residential unit but for convenient usefulness of the Said Residential unit the balconies has to be enclosed and get amalgamated into adjacent room as the case may be and which is permitted under Development Control Rules of the Development Controlling Authority applicable to the Said Project and for that required premium has been paid by the Promoter and such modified amalgamated flat floor plan is annexed as “**ANNEXURE C-1**”. The aforesaid changes are made as per the request of the Allottee/s herein and the Allottee/s shall and will not raise any objection, complaint and query as the case may be for such changes and has/have given irrevocable consent with due diligence. If any Variations or modifications which adversely affect the Said Residential unit as shown in “Annexure C-1”, Builder shall have prior consent of the Allottee/s herein.

1(h) The above mentioned price is an Residential unit price and the area mentioned is for the purpose of paying Stamp Duty as prescribed by the registration authorities and this is not rate per Residential unit area deal but a package deal and on the terms and conditions hereinafter appearing including price for

proportionate of the common areas & facilities appurtenant to the said Residential unit, the subject to the encumbrances of the limited areas & facilities but excluding all expenses of stamp duty and registration fees, Service Tax, Value Added Tax (VAT), Local Body Tax (LBT), Goods & Service Tax (GST) etc., which will have to be paid by the Allottee/s to the Promoter or concerned authority separately. The Promoter & the Allottee/s agreed not to question or challenge the said consideration the same having been settled on lump sum basis considering all aspects and other terms of the agreement.

1(i) Apart from the above consideration amount the Allottee/s herein has/have agreed to pay 4.50% towards the Service Tax and 1% towards VAT of the said Agreement Value to the Promoter herein for payments before 1<sup>st</sup> July 2017. However from 1<sup>st</sup> July 2017 the Government of India has enforced Goods and Service Tax (GST) Act, hence, the Allottee/s shall be liable to pay the GST as per the prescribed rate notified by the said Government. The rates specified herein (Service Tax and Vat) are as per then prevailing rules prescribed by Government. However, the current rates and taxes may vary from time to time as per the notifications issued by the Government and the Allottee/s shall pay the same accordingly.

1(j) The Allottee/s herein shall pay the aforesaid amount on the due date or within seven days from the Developer giving the written intimation or an email to the Allottee/s calling upon the Allottee/s to make the payment.

1(k) It is hereby agreed that the time for payment as specified herein above is the essence of this contract and on failure of the Allottee/s to pay the same on due dates, it shall be deemed that the Allottee/s has/have committed breach of this Agreement and in such case the Developer shall be entitled to take necessary action against the Allottee/s.

1(l) The Allottee/s agree/s not to question or challenge the said consideration, the same having been settled on lumpsum basis after considering all aspects and other terms of the agreement.

1(m) Payment of any installment if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by the Promoter for such advance payments made by the Allottee/s or Housing Finance Companies/Banks, etc.

1(n) That any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment to the Promoter under this Agreement shall be acknowledged/credited by the Promoter, only upon Allottee/s submitting original Tax Deducted at Source Certificate and the amount mentioned in the Certificate is matching with Income Tax Department site within 2 months of

Registration of this Agreement. Provided further that at the time of handing over the possession of the Residential unit, if any such Certificate is not produced, the Allottee/s shall pay all dues before possession including the TDS amount deducted if any.

1(o) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy 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 three per cent. 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/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 Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/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(a) of this Agreement.

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

1 (q) It is clarified between the Promoters and the Purchasers that as per the rules framed by State of Goa under Real Estate Regulation and Development Act till formation of federation /apex body the title to the common areas shall vest with the Promoter and after formation of said body it will be transferred in the name of said body, it is the necessity and requirement of the flat purchasers that various parking space be distributed / allotted among them to have orderly and disciplined use and to avoid confusion, disputes and differences among them. (With this view, the Promoters, on the request of the flat purchasers and also at the request of the other unit purchaser herein is keeping a register /record of such allocations/designation/selections of parking to be effected by the flat purchasers from the Co-operative Society/Limited company/Condominium of Apartment Holders The Promoters have not taken any consideration for such allocation. It is specifically agreed by the Purchasers that if for any reason it be held that such allocation/ designation of parking/s by the Purchasers of the flats among themselves is not proper then the Flat/unit purchasers (including flat purchaser herein) shall be entitled to use entire parking area in common with others and the flat purchaser herein and shall not be entitled to claim any refund of any amount or for

compensation as the consideration price herein agreed is only in respect of the said unit/unit alone.

21 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall, before handing over possession of the Residential unit to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Residential unit.

22 Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Residential unit to the Allottee/s 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/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is \_\_\_\_\_ square meters only and Promoter has planned to utilize Floor Space Index of \_\_\_\_\_ square meters by availing of TDR or FSI available on payment of premiums or FSI as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of \_\_\_\_\_ square meters as proposed to be utilized by him/her/them on the project land in the said Project and Allottee/s has/have agreed to purchase the said Residential unit based on the proposed construction and sale of Residential unit s 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. In case for any reason whatsoever the FSI is increased and the same could not be consumed on the said project the Promoter shall be entitled to make use of the same on any other project or otherwise.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Residential unit to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule i.e State Bank of India's highest Marginal Cost of Lending Rate (MCLR) + 2% and in case it is not in use then it would be replaced by such bench mark lending rates which the State Bank of

India may fix from time to time for lending to the general public, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. Similarly the Allottee/s agree/s to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

42 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s 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/s committing three defaults of payment of installments, the Promoter shall at his/her/their own option, may terminate this Agreement.

**Provided** that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the allottee/s and mail at the e-mail address provided by the Allottee/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 Allottee/s fail/s 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.

Owner/Promoter shall refund the amount till then received from the Purchaser/Allottee/s without any interest thereon within a period of 30 days, by deducting; (i) an amount of Rs. 1,00,000/- (Rupees One Lacs Only) towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Purchaser/Allottee/s, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of Service Tax, VAT, GST, LBT or any other taxes charged by the Owner/Promoter to the Purchaser/.Allottee/still the date of such termination and the Owner/Promoter herein shall be entitled to deal with the said Residential unit with any prospective buyer. Delay in issuance of any reminder/s or notice/s from the Owner/Promoter shall not be considered as waiver of Owner/Promoter's absolute right to terminate this Agreement.

5. 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 Residential unit as are set out in **Schedule (V)** hereto.

6. The Promoter shall give possession of the Residential unit to the Allottee/s on or before\_\_\_\_\_. If the Promoter fails or neglects to give possession of the Residential unit to the Allottee/s on account of reasons beyond his/her/their control and of his/her/their agents by the afore said date or due to discontinuance of his business as an Owner/Promoter on account of suspension or revocation of the registration under the said Act; or for any other reason then the Promoter shall be liable on demand to refund to the Allottee/s, the amount/s already received by him/her/them in respect of the Residential unit with interest at the same rate as may be mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

**Provided** that the Promoter shall be entitled to reasonable extension of time for giving delivery of Residential unit on the aforesaid date, if the completion of building in which the Residential unit 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.

Provided that the Promoter has commenced the work of club house and garden as per approval being common area and facilities of the said project and the said fact has been communicated to the Allottee/s and the Allottee/s is/are well aware of the same that the said areas will be ready for use and enjoyment of all the Residential unit allottee/s of the project and thus the Allottee/s agreed to pay their proportionate contribution towards provisional maintenance charges of such common areas and facilities to the Promoter on receiving the possession of the said Residential unit from the Promoter.

**7.1 Procedure for taking possession:** - The Promoter, upon obtaining the occupancy/completion certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing or by email the possession of the Residential unit to the Allottee/s in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Residential unit to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree(s) to pay the maintenance charges irrespective of whether he/she/they take possession or not from 15 days on issue of such notice or as determined by the Promoter or association of allottees, as the case may be.

72 The Promoter shall give possession of the Residential unit within 10 (ten) days of the clearance of all dues along with interest, extra work payments maintenance, along with all the relevant taxes etc.

**Residential unit 7.3 Failure of Allottee to take Possession of Residential unit:** - Upon receiving a written intimation or email from the Promoter as per clause 7.1, the Allottee/s shall take possession of the Residential unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Residential unit to the allottee/s. In case the Allottee/s fail/s to take possession within the time provided in clause 7.1 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

The Owner/Promoter, shall execute a conveyance deed and convey the structure (subject to his right to dispose of the remaining unsold/ unblotted Residential unit s and covered (stilt/basement) parkings etc., if any) upon said Project land within 1(one) years from the date of Occupation certificate/completion certificate of structure/building of the final phase of the said Project. However, in case the Purchaser(s)/Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchaser(s)/Allottee(s) authorizes the Owner/Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Owner/Promoter is made by the Purchaser(s)/Allottee(s) and gives absolute and unconditional consent to this scheme of development and conveyance

7.4 (i) If within a period of five years from the date of handing over the Residential unit to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter any structural defect in the Residential unit or the building in which the Residential unit is 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/her/their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

(ii) After the possession of the Residential unit /Building is handed over, if any, work thereafter is required to be carried out by the Government or Municipality or any Statutory Authority, the same shall be carried out by the Allottee/s in co-operation with the other Allottee/s of the Residential unit s in the said Building/s at

their own costs and the Promoter shall not be in any manner liable or responsible for the same.

(ii) Whereas defect liability for the period of 5 years from the date of receiving possession of the said flat is limited only to Structural Work, Waterproofing work, and the same shall be rectified by the Promoter at its own cost. However the rectification cost in respect of cracks emerged due to Climatic Changes and variations in temperatures shall be borne by the Allottee/s herein.

(iv) The Allottee/s shall not ask for any compensation in respect of expenses born by the him/her/them regarding the cracks emerged due to Climatic Change and variations in temperatures. The services provided by the Promoter such as lift, pumps, C.P. Fittings, Hardware Fittings, Sliding Windows, French Door, Electrical Fittings, Garbage chutes, water pumps etc. will have the guarantee and warranty as per the terms and conditions of the respective manufacturers/agencies which is/are providing such services to the Promoters. Whereas the Granite Stone Frames for toilets doors, dry terrace doors, windows, kitchen Otta etc. provided by the Promoters herein may have shade variation and the Promoter herein shall not be responsible for the same and as well as for Paint as it may fade in due course of time.

(v) Whereas, it is specifically understood by the Allottee/s that certain facilities such as Water Purifier, LED Lights, Battery Inverter, Video Door Phones, Fans, False Ceiling etc. are provided free of charge by the Promoter to the Residential unit Allottee/s, wherein any defect with respect to such facilities shall not be rectified by the Promoter and hence Promoter is not in any way responsible for damage of the same.

(vi) Disclosure regarding manufacturer's warranty;

The Promoter specifically discloses that, the manufacturers of certain appliances, equipments, standard fittings, machineries including generator set for backup, STP, electric pumps, waste management plants, lifts, Gas line if any, security equipments if any, electronic equipments if any, Solar System if any, Gym equipments if any, Garbage Chute, etc. will be as per the warranty provided by the respective manufacturer / Supplier. The only warranty on those items is of the manufacturer's warranty and the Promoter is in no way responsible for their performance or for any condition beyond the manufacturer's warranty.

(vii) The Promoter herein by spending huge amount providing high quality specifications in the Said Residential unit and for the buildings which are under construction on the Said Project Land which Promoter herein are constructing, hence Allottee/s / unauthorized persons / any agency shall not disturb the same under any circumstances concealed plumbing, concealed wiring etc. and considering this aspect and have the safety

measures Allottee/s is/are advised not to open this instrument or to try any changes with all these amenities otherwise guarantee / warranty may lapse as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load, neither Allottee/s nor occupier of the Said Residential unit or any person on behalf of them is entitled to chisel such internal walls in any manner or remove the walls or any part thereof or erect any additional wall or any structural changes or in any manner increase the electrical load in the Said Residential unit because wires will not take additional load and such act will be amount to be breach of condition of this transaction. Similarly after completion of the project and conveyance in the name of society, such society will have absolute authority to expel the member for the Said Residential unit and dispose of such Residential unit in market and refund the amount paid by the Allottee/s to the Promoter herein being consideration of the Said Residential unit. This condition is the essence of contract and Allottee/s herein undertakes to abide by the same.

(vi) The word defect herein above stated shall mean only the manufacturing defects caused on account of willful neglect of the Promoter themselves and shall not mean defects caused by normal wear and tear, negligent use of the said Residential unit or the building/s by the Allottee/s, abnormal fluctuations in the temperatures, abnormal heavy rains, not using the flat as per maintenance manual, damages from natural calamity, etc.

(ix) Provided further that the Allottee/s shall not carry out alterations of whatsoever nature in the said Residential unit or in the fittings therein, in particular. It is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring / Dado) in the Toilets/Kitchen as this may result in seepage of the water. If any of such work is carried out without the written consent of the Promoter, the defect liability shall become void and the Allottee /Purchaser(s) alone will be responsible for any cost and consequence for any loss or compensation for his/her/themselves and of that of their immediate neighbours horizontally or vertically.

(x) It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, such defect shall have to be certified by a Registered Government Engineer and then shall submit a report to state the defects in materials used, in the structure built of the Residential unit /phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement

(xi) The Promoter as may be deemed necessary by him, may provide the aforesaid Allottee /Purchaser(s) a User Manual with terms and conditions stipulated there in with respect to usage and maintenance.

Provided further that any deviation in usage /maintenance of the said Unit(s) in contravention to User Manual shall amount to

default on part of the allottee towards proper maintenance of the apartment / building / Phase / Wing and the allottee shall not be entitled to claim any compensation against defect liability from the Promoter.

8. The Allottee/s shall use the Residential unit or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.

9. The Allottee/s along with other allottee(s) of Residential unit s 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 bye- laws 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/s, so as to enable the Promoter to register the common organizations of Allottee. No objection shall be taken by the Allottee/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.

91. The Promoter shall, within one year of obtaining occupancy certificate/completion certificate of Last Phase of the said project and receiving the entire consideration of the said Residential unit along with all other dues, taxes such as Service Tax, VAT, GST etc. payable under this agreement by the Allottee/s to the Promoter, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Residential unit is situated.

92. The Promoter shall, within one year of registration of the Federation/apex body of the Societies or Limited Company obtaining occupancy certificate and completion certificate and receiving the entire consideration of the said Residential unit along with all other dues, taxes such as Service Tax, VAT, GST etc. payable under this agreement by all the Allottee/s to the Promoter, 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.

93 Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Residential unit is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Residential unit ) 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/s shall pay to the Promoter such proportionate share of outgoings as may be determined. . In the event of low water supply from the local authority the Allottee shall have to pay for the water charges if Promoter provides water by tanker or any other source. The amount spent by the Promoter for the same shall be a part of monthly maintenance charges. Similarly in case any infrastructure related facility is provided to the Allottee, the Allottee shall pay separately for the same and shall also be liable to pay taxes thereon, if any. The Allottee/s further agree/s that till the Allottee's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution of Rs.

\_\_\_3000\_\_\_/- per month towards the outgoings. The amounts so paid by the Allottee/s 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 afore said 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.

94 The said advance shall be utilized only for the common maintenance of the building/s, common security, common electricity, maintenance of lift, cleaning and other common areas and amenities for initial period of 12 months from the date of obtaining Completion Certificate or handing over possession of the first Residential unit in the project, whichever is earlier. However if the actual amount of expenses incurred towards maintenance charges is more than the amount paid by the Allottee/s then the Purchaser/s shall be liable to pay the extra amount incurred for the maintenance of the building/s whereas if the amount incurred towards the maintenance charges is less than the amount paid by the Allottee/s then the Promoter shall deposit the balance remaining amount to the Society Maintenance Account. However, the Allottee/s is/are well aware of the fact that the Promoter has completed the work of club house and garden which is ready for use and occupation by the Residential unit holders in common.

95 In the event, the Society or Association or Limited Company or Ultimate Organization is handed over the administration of the property before the sale and disposal of all the Residential unit s / tenements in the building/s all the powers, authorities and right of the Residential unit to Allottee/s herein shall be always subject to the Promoter's over all right to dispose of unsold Residential unit s and unallotted covered parking spaces and all other rights thereon, it is specifically agreed between the parties hereto that for the unsold Residential unit s / tenements / Residential unit s and unallotted covered parkings the Promoter herein shall and will not be liable or required to contribute towards the common expenses or maintenance charge or any amount under any head towards the share in the common expenses in respect of the unsold Residential unit s nor will be Promoter or the new incoming Allottee/s be liable and required to pay any transfer charges, premium, etc.

96 In the event any portion of the said Project Land being required by any utility / service provider for installing any electric sub-station / transformer / tower, gas bank machinery, plants, buildings, et cetera, the Owner/ Promoter shall be entitled to transfer such portion to the said utility / service provider or any other body for such purpose on such terms and conditions as the Owner/Promoter deems fit and / or as per requirement of such utility /service provider or as per applicable law/ rules / regulations. The Purchaser/Allottee or the said Society shall not be entitled to raise any objection in this regard.

97 The Purchaser/Allottee is hereby prohibited from raising any objection in the matter of sale and use of any Residential unit being commercial or otherwise in the said Project as well as in the amenity space and allotment of exclusive right to use garage, terrace/s, car parking/s, garden space/s, space/s for advertisement or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose the Purchaser is by executing these presents has given his irrevocable consent and for this reason a separate consent for the same is not required.

98 This Agreement is on the express condition that certain of the unit comprised in the said building to be constructed on the said property have or are being allotted subject to the mutual rights of such Purchaser/s with regard to his open space / attached terrace / garden and / or provisionally allocated parking space as aforesaid (which is subject to ratification by the Society /apartment/ condominium or Association or Limited Company) and that the user of each of such unit/s and the rights in relation thereto of each Purchaser shall be subject to all the rights of the other Purchaser in relation to his unit/s. None of the Purchaser/s of the said remaining unit shall have any right whatsoever to and shall not use and / or

occupy the open space/ terrace / garden and / or provisionally allocated car parking space or any part thereof (which is subject to ratification by the Society /apartment/ condominium or Association or Limited Company, acquired by any Purchaser/s, as aforesaid nor should he do or cause to be done anything where by such Purchaser if concerned is prevented from using and occupying the said terrace / garden /car parking space (which is subject to ratification by the Society /apartment/condominium or Association or Limited Company) as aforesaid or the rights of such Purchaser if concerned, to the same are in any manner affected or prejudiced.

Correspondingly, the Purchaser/s covenants that they shall exercise their rights consistently with the rights of the other Purchaser/s and shall not do anything whereby the Purchaser/s of the other unit/s are prevented from using or occupying exclusively their unit/s including the open space/ terrace / garden and / or provisionally allocated car parking space or any part thereof (which is subject to ratification by the Society /apartment/ condominium or Association or Limited Company) or whereby the rights of the other Purchaser/s with regard to his/her/their unit/s including the open space/ terrace / garden and / or provisionally allocated car parking space or any part thereof (which is subject to ratification by the Society /apartment/ condominium or Association or Limited Company) as aforesaid are in any manner affected or prejudiced. Any purchaser who has purchased covered parking will not park his/her/their vehicle in common area.

99 The society or Limited Company/Federation/Apex body or the Promoter, if requested to do so by the aforesaid entity, may issue NOC/s for parking of vehicles of the Allottees in the said project.

10. The Allottee/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

(i) Rs. 600/- for share money, application entrance fee of the society or Limited Company/Federation/Apex body.

(ii) Rs. 1650/- for formation and registration of the Society or Limited Company/Federation/Apex body.

(iii) Rs. 36000/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body.

(iv) Rs. 8500/- for deposit towards water, electric and other utility and services connection charges and

11. The Allottee/s shall pay to the Promoter a sum of Rs. 7500/- 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.

Whereas except for the charges mentioned in 10 (iii) and 11, all other charges are part of the total consideration of the said Residential unit as mentioned in 1 (a) i.

12 At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/s 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/s shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

### 13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee/s 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/s 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 Residential unit which will, in any manner, affect the rights of Allottee/s under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Residential unit to the Allottee/s in the manner contemplated in this Agreement;

ix. All the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities; till the completion certificate is received.

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the project except those disclosed in the title report.

14. The Allottee/s or himself/herself/themselves with intention to bring all persons into whatsoever hands, the Residential unit may come, hereby covenants with the Promoter as follows:-

i. To maintain the Residential unit at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Residential unit is taken and shall not do or

suffer to be done anything in or to the building in which the Residential unit 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 Residential unit is situated and the Residential unit itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Residential unit 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 Residential unit 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 Residential unit is situated, including entrances of the building in which the Residential unit is situated and in case any damage is caused to the building in which the Residential unit is situated or the Residential unit on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

iii. To carry out at his/her/their own cost all internal repairs to the said Residential unit and maintain the Residential unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Residential unit is situated or the Residential unit 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/s committing any act in contravention of the above provision, the Allottee/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 Residential unit 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 Residential unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Residential unit is situated and shall keep the portion, sewers, drains and pipes in the Residential unit 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 building in which the Residential unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Residential unit 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 Residential unit 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 Residential unit in the compound or any portion of the project land and the building in which the Residential unit is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his/her/their 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 Residential unit 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 Residential unit by the Allottee/s for any purposes other than for purpose for which it is sold. The Allottee(s) have also been informed that the assessment of the said property for property tax or any other taxes by the Local Authority may take time. Hence the Allottee(s) is entitled to pay separately the charges for the property tax or any other taxes, whenever applicable, from the date of completion.

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

x. The Allottee/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 Residential unit 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/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 Residential unit 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 Residential unit is situated is executed in favour of Society/Limited Company, the Allottee/s 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 Residential unit is situated is executed in favour of Apex Body or Federation, the Allottee/s 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.

xiii. Not to cover the provisionally allocated open/covered car/parking area and/or terrace/s and/or garden/and or balcony under any circumstances.

xiv. Not to install chimneys, hanging telephone, AC and AC-compressors , telex wires, electric connections, fax, tele-printer, computer devices which require external wiring cables, lines, dish antennas except in duct and or place provided by the promoter for the same.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s 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.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Residential unit s or of the said Plot and Building or any part thereof. The Allottee/s shall has/have no claim save and except in respect of the Residential unit hereby agreed to be sold to him/her/them 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. The Allotee/Purchaser hereby agrees that he will abide by the Parking allotted to him by the Builder/ Promoter or the Apex Body of the Allotees, as the case may be and shall not question the allotment. He explicitly agrees that parking spaces will be allotted on the rule **not more than one for each Residential unit** (unless dependent parking) either by the Builder/Promoter or the Apex Body to accommodate maximum allottees or mutually agreed upon at later stage.

It is hereby made clear that the Promoter shall be entitled to use the marginal open spaces, side margins as an access for any other buildings, lands and allow such access to any other person/s and the Allottee(s) herein or the organization in which he will become a member and shall be absolved from objecting to the said use by the Promoter, Builder and the Developer or its nominee/s or assignee/s and the flat/unit shall be conveyed subject to the said right of the Promoter, Builder and the Developer and this condition is also the essence of this agreement.

**17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE ON SUBJECT RESIDENTIAL UNIT**

After the Promoter executes this Agreement, he/she/they shall not mortgage or create a charge on the Residential unit 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 charges shall not affect the right and interest of the Allottee/s who has/have taken or agreed to take such Residential unit.

**18. BINDING EFFECT**

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s sign/s and deliver/s 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/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s 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/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount after deducting there from costs incurred by the promoter, shall be returned to the Allottee/s without any interest or compensation whatsoever.

**19. 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 Residential unit /building, as the case may be.

#### 20. RIGHT TO AMEND

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

#### 21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES

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

#### 22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee(s) in project, the same shall be in proportion to the carpet area of the Residential unit to the total carpet area of all the Residential units in the project.

#### 24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in

additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

## 25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in Goa after the Agreement is duly executed by the Allottee/s 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 Goa.

26. The Allottee/s 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 Allottee/ will attend such office and admit execution thereof.

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

Name of Allottee/s

- 1)
- 2)

**Allottee Address :-**

\_\_\_\_\_ Notified Email ID: \_\_\_\_\_

1.

2. \_\_\_\_\_

### ***THROUGH ITS PROPRIETOR***

It shall be the duty of the Allottee/s 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/s, as the case may be.

#### 28. JOINT ALLOTTEES

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

29. Stamp Duty and Registration: - The charges towards stamp duty and registration of this agreement shall be borne by the allottee/s.

30. Dispute Resolution: - Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Goa Real Estate Regulatory Authority (GoaRERA) as per the provisions of the Real Estate (Regulation and Development) Act 2016, Rules and Regulations, thereunder.

#### 31. GOVERNING LAW

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

#### 32. DETAILS OF SCHEDULE AND ANNEXURES TO THIS AGREEMENT

##### DETAILS OF SCHEDULES

SCHEDULE	PARTICULARS
Schedule (I)	Description of Project Land
Schedule (II)	Description of the Residential unit Agreed To Be Purchased And Which Is The Subject Matter Of This Agreement
Schedule (III)	Common Area/s to the project
Schedule (IV)	Common Facilities to the project
Schedule (V)	Specifications to be provided to the said Residential unit agreed to be purchased by the Allottee/s as approved by the concerned local authority

##### DETAILS OF ANNEXURES

ANNEXURE	PARTICULARS
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Annexure – A	Title Report
Annexure – B	Authenticated copies of extract Village Forms VI or VII and XII showing nature of the title of the Owner/Promoter to the project land
Annexure – C-1	Authenticated copies of floor plan of the Residential unit
Annexure – C-2	Authenticated copies of the plans of the Layout as approved by the concerned Local Authority
Annexure – D	Copies of Commencement Certificates issued by PMRDA Goa from time to time
Annexure – E	Copy of NA Order issued by Collector Goa

**SCHEDULE (I) ABOVE REFERRED TO  
(Description of the freehold project land and all other details)**

said portion of lands after amalgamation are bounded as follows ::

On or towards EAST        ::        By  
On or towards SOUTH        ::        By  
On or towards WEST        ::        By  
On or towards NORTH        ::        By

**SCHEDULE (II)  
(Description of the Residential unit agreed to Be Purchased  
and Which Is the Subject Matter of This Agreement)**

1. Residential unit No. :
2. Floor:
3. Wing No. : A(1), in “\_\_\_\_\_” Project,
4. Carpet Area about \_\_\_\_\_sq.mtrs.
5. Adjacent Open/Enclosed Balcony Area about sq.mtrs. for exclusive use of the said Residential unit.
6. Adjacent Dry Balcony Area about \_\_\_\_\_sq.mtrs. for exclusive use of the said Residential unit.
7. Adjacent Terrace Area about \_\_\_\_sq.mtrs. for exclusive use of the said Residential unit .

Four boundaries of the Residential unit are as follows:-

On or towards EAST        ::        By  
On or towards SOUTH        ::        By  
On or towards WEST        ::        By  
On or towards NORTH        ::        By

**SCHEDULE (III)**  
**(Here set out the nature, extent and description of common areas to the project)**

**SCHEDULE (IV)**  
**(Here set out the nature, extent and description of common facilities and amenities of the project)**

**SCHEDULE (V)**  
**(Specification for the Residential unit)**

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND HAVE SIGNED THIS AGREEMENT AT GOA ON THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.

**Signed sealed and delivered by within named purchaser/s**

(THE PURCHASER/S )

SIGN: - .....	SIGN: - .....
NAME: - ..... .....	NAME: - ..... .....
ADD: - ..... ..... .....	ADD: - ..... ..... .....
(WITNESS NO.1)	(WITNESS NO.2)

**ANNEXURE (A)**

**P. N Kulkarni, Advocate**

**Title Report**

This is to certify that I have investigated the title to the property which is more particularly described in the Schedule hereunder written and have perused title deeds and certify that in my opinion the title of Mr. Dattatray Gulabrao Khandve, for an area admeasuring 00 H. 80 R. out of the land bearing S.No. 288/1A/1B (Old S.No. 288/1+2/1/2 ) and area admeasuring 00 H. 63.92 R. out of the land bearing S.No. 288/1A/2 (old S.No. 288/1+2/2 ) of village Lohegaon, Tal. Haveli, Dist. Goa respectively are having good, clear and marketable and free from encumbrances, charges and/or claims. Further Mr. Dattatray Gulabrao Khandve is entitled to construct/develop/sale the said properties.

**SCHEDULE ABOVE REFERRED TO  
(Description of property)**

All that pieces and parcels of the freehold properties lying and situated at village LOHEGAON, Taluka HAVELI, District GOA, within the local limits of Gram Panchayat Lohegaon, Taluka Panchayat Samiti Haveli, Zilla Parishad Goa and also within the jurisdiction of Sub-Registrar, Haveli, Goa, bearing 1) New S.NO. 288/1A/1B ( Old S.no-288 hissa no-1+2/1/2 ) totally admeasuring about 00 hectares 80 R assessed at rs.02 paise 81 & 2) New S.NO.288/1A/2 (Old S.No. 288 hissa no-1+2/2 ) totally admeasuring about 03hectares 27 R (including potkharaba

00hectares 03 r) assessed at rs.8 paise 90 out of which an area admeasuring 00 hectares 63.92 R, Or thereabout.

Place: Goa

**(Signed)**

**P. N Kulkarni , Advocate.**

**ANNEXURE (B)**

(Authenticated copies of extract Village Forms VI or VII and XII showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land)

**ANNEXURE (C-1)**

(Authenticated copies of floor plan of the Residential unit as approved by the concerned Local Authority)

**ANNEXURE (C-2)**

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the building and open spaces are proposed to be provided for on the said project)

**ANNEXURE (D)**

(Authenticated Copies of Commencement Certificates issued by the local authority)

**ANNEXURE (E)**

(Authenticated Copy of NA Order)

Received of and from the Allottee/s above named the sum of Rupees\_\_\_\_\_only on execution of this agreement towards Earnest Money Deposit or application fee.

I say received.

**The Promoter/s.**