

AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** is made at Panaji, Goa on this ____ day of _____
20__ (“**Agreement**”)

BETWEEN

HOABL LANDBUILD PRIVATE LIMITED (formerly known as LODHA LANDBUILD INFRASTRUCTURE PRIVATE LIMITED), CIN U70109MH2021PTC373418, PAN Card No. AAICV4566D, a company registered under the provisions of the Companies Act, 2013, having its registered office at 3rd Floor, Lodha Excelus, Apollo Mills Compound, N M Joshi Marg, Mahalaxmi, Mumbai- 400011, herein represented by its authorized signatory _____, _____ years of age, _____, married, holding PAN Card No. _____, Aadhaar Card No. _____, Mobile No. _____, Indian National, resident of _____, authorized by Board Resolution dated _____, hereinafter referred to as the “**Promoter**” (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART**;

AND

MR. _____, _____ years of age, Son of _____, Occupation: _____, _____, PAN Card No. _____, AADHAAR No. _____, Mobile No. _____, Indian National residing/having its address at _____ hereinafter referred to as the “**Purchaser**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include (a) in case of an individual, such individual’s heirs, executors, administrators and assigns; (b) in case of a partnership firm, its partners for the time being, the survivors or the last survivor of them and legal heirs, executors, administrators or the permitted assigns of such last survivor of them; and (c) in case of a company or a body corporate or juristic entity, its successors and permitted assigns) of the **OTHER PART**.

The Promoter and the Purchaser are hereinafter individually referred to as the “**Party**” and collectively referred to as the “**Parties**”.

WHEREAS:

- A. Messrs Landmark Developments (“**Erstwhile Owner**”) was owner of the property admeasuring 75,000.00 square meters, surveyed under Survey no. 20/1-A of Village Bainguinim known as “PREDIO OITERAL BONOBO” or “BANDLO” or

- “BONOTO” or “BONDBO”, which is described in the Land Registration Office of Ilhas at Panaji under No. 17021 at Folio 53 of Book B-45 New and enrolled in the Taluka Revenue Office at Ilhas under nos. 159 and 165, situated within the limits of Village Panchayat Se Old Goa, Tiswadi Taluka, District of North Goa, Goa, (hereinafter referred to as the “**Larger Property**”) which is more particularly described in detail in **FIRST SCHEDULE** hereunder.
- B. The Dy. collector and S. D. O. Panaji, Goa issued Sanad bearing number CNV/TIS/72/99 dated 4th April, 2000 in respect of the Larger Property. A copy of the said Sanad is annexed hereto and marked as **ANNEXURE “B”**.
- C. The Erstwhile Owner obtained approval of a scheme for plotted development of the Larger Property by sub-division of the Larger Property into smaller plots for residential/commercial/institutional use from the Town Planner, Town and Country Planning Department, Government of Goa, Tiswadi Panaji, Goa vide letter bearing no. Tis/1278/BAI-03/399 dated 13th May, 2003 S.D.O. , Goa as per the layout plan dated 13th May, 2003 bearing reference no. Tis/1278/BAI-03/399 approved by the Town Planner, Town and Country Planning Department, Government of Goa, Tiswadi Panaji, Goa (hereinafter referred to as the “**said Layout**”). A copy of the said letter along with the approved layout is annexed hereto and marked as **ANNEXURE “C”**.
- D. Under the said Layout, 157 plots are sanctioned on the Larger Property, out of which (i) 150 plots are earmarked for residential use, (ii) 5 plots are earmarked for commercial use, (iii) 1 plot (Plot No. 156) is earmarked for community centre/school and (iv) 1 plot (Plot No. 157) is earmarked for public utility. Further an area admeasuring 11,112 square meters is earmarked as open space and an area admeasuring 13,500 square meters is falling under internal road.
- E. The Village Panchayat Se Old Goa vide its letter bearing no. VP/SOG67/15/2003-04 dated 17th May 2003 has granted final N. O. C. for the Larger Property. A copy of the said N.O.C. is annexed hereto and marked as **ANNEXURE “D”**.
- F. By and under a Deed of Conveyance dated 12th September, 2022 (“**Deed of Conveyance**”) duly registered in the office of the Civil Registrar cum Sub Registrar, Tiswadi on 13th September, 2022 under serial no. PNJ-1-2365-2022, the Erstwhile Owner has sold, conveyed, transferred and assured unto and in favour of the Promoter, 95 distinct plots of land (out of which 91 are residential plots and 4 are commercial plots) identified as Plot Nos. 3-28, 47-61, 64-80, 87-88, 90-93, 97-105, 109-122, 126-130, 132, 152-153, under the said Layout collectively admeasuring 28,651 square metres, along with Plot No. 156 and Plot No. 157 and other earmarked areas more particularly described in the **SECOND SCHEDULE** hereunder aggregately admeasuring 56,178 square metres including 973 Sq. mts. of road set-back (hereinafter referred to as the “**said**

- Property**”) for consideration and the terms and conditions set out therein and has put the Promoter in possession of the said Property.
- G. Pursuant to the Deed of Conveyance, the Promoter has become seized and possessed of the said Property. By virtue of Deed of Conveyance, the Promoter is entitled to develop the said Property in accordance with the approvals obtained by the Erstwhile Owner and sell and transfer the plots comprised in the said Property and that the entire consideration due from such sale of plots is the sole entitlement of the Promoter.
- H. The plot purchasers of all the 155 plots of the said Layout, including the Purchaser herein be entitled to use the common areas under the said Property such as public utility spaces, open spaces and road area as may be permitted under the applicable laws.
- I. 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.
- J. The Promoter has appointed a structural Engineer for the purpose of 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.
- K. Title Certificate in respect of the said Property is annexed hereto and marked as **ANNEXURE “E”**.
- L. The Promoter is carrying out plotted development in respect of the said Property known as “Imperial Goa”, in 2 (two) phases, each of which is registered as a separate project with the Goa Real Estate Regulatory Authority under the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**Act**”) and the rules made thereunder, which are (i) Imperial Goa Phase 1 registered under no. PRGO10221791 and (ii) Imperial Goa Phase 2 registered under no. PRGO10221793 with amenities and facilities being common for all phases.
- M. By and under an Indenture of Mortgage dated 2nd March, 2023, the Promoter has created a mortgage in respect of the said Property in favour of JM Financial Credit Solutions Limited. On/before execution of this Agreement, the Promoter has obtained a No Objection Certificate (“**NOC**”) from said JM Financial Credit Solutions Limited for sale of the Plot herein which is annexed hereto as **Annexure “F”**.
- N. The subject matter of this Agreement is an Agreement in respect of a plot in the Project **Imperial Goa Phase 2** (hereinafter referred to as “**Project**”). An authenticated copy of the registration certificate granted by RERA, in respect of the said Project, is annexed hereto and marked as **ANNEXURE “G”**.

Proforma Agreement for Sale for Project Imperial Goa Phase 2

- O. The Purchaser has prior to the execution of this Agreement satisfied himself/herself/themselves/itself about the title of the Promoter thereto and the Purchaser having accepted the same.
- P. The Purchaser is aware that the marketing collaterals provided by the Promoter to the Purchaser in respect of the Project contained materials/pictorial depictions in the nature of artists' impressions and the specifications/amenities and services to be provided in a project shall be as per this agreement between the parties.
- Q. The Promoter has procured certain approvals to the plans, specifications, elevations, sections from the concerned government authorities for development of the Project, as has been disclosed under the Act on the government portal /website, presently being <https://rera.goa.gov.in> or such other website, as the government may prescribe from time to time and the Promoter shall obtain the balance approvals from various authorities from time to time, if so required.
- R. The Promoter has informed the Purchaser that, the Promoter has sole and exclusive rights to sell the Plot (as defined herein) in the Project and to enter into separate agreements with other purchasers for the sale / allotment of the plots forming part of the Project and to receive the sale consideration in respect thereof.
- S. The Purchaser being fully satisfied in respect of the title of the Promoter to the said Property and all permissions, plans etc. and all the representations made by the Promoter and right of the Promoter, has approached the Promoter and applied for allotment of the Plot mentioned in the Third Schedule (hereinafter referred to as the "**Plot**").
- T. The Promoter has agreed to sell and convey to the Purchaser the Plot as mentioned on the Layout Plan annexed as **ANNEXURE "A"**, shaded in red, and more particularly described in the **THIRD SCHEDULE** hereunder written for a Plot Consideration and other charges mentioned in **FIFTH SCHEDULE** and on the terms and conditions as hereinafter appearing. The **FOURTH SCHEDULE** shows List of Annexures. The List of Common Areas and Amenities are mentioned in **SIXTH SCHEDULE**. The payment particulars (i.e. receipt) is shown in **SEVENTH SCHEDULE**.
- U. It is clarified by the Promoter that, the layout plans though approved by the competent authorities may be changed and/or revised or amended if required by the Promoter and will be approved/sanctioned by the competent authorities and other concerned public bodies and authorities.
- V. The rights of the Purchaser under this Agreement, unless otherwise specified, are restricted to the Plot hereby agreed to be purchased by the Purchaser from the Promoter as stipulated herein.

- W. In accordance with Section 13 of the Act, the Promoter is required to execute a written agreement for sale of the Plot in favour of the Purchaser, being in fact this Agreement and also to get the same registered under the Registration Act, 1908, at the cost, charge and expense of the Purchaser alone.
- X. Relying upon the same as stated hereinabove, the Promoter hereby agrees to sell the Plot to the Purchaser and the Purchaser hereby agrees and undertakes to purchase the Plot as set out herein, in the manner specified hereunder, for the consideration and on the terms and conditions hereinafter appearing.

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

1. DEFINITIONS:

- 1.1 **“Agreement”** shall mean this Agreement together with the schedules and annexures hereto and any other deed and/or document(s) executed in pursuance thereof.
- 1.2 **“Applicable Law”** shall mean, in respect of any relevant jurisdiction, any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Authority whether in effect as on the date of this Agreement or thereafter and in each case as amended or modified.
- 1.3 **“Approvals”** shall mean and include all licenses, permits, approvals, sanctions, consents obtained/to be obtained from or granted/ to be granted by the competent Authorities in connection with the Plot/Project.
- 1.4 **“Authority”** shall mean (i) any nation or government or any province, state or any other political subdivision thereof; (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality; or (iii) any court, tribunal or arbitrator.
- 1.5 **“CAM Charges”** shall mean the maintenance charges payable by the Purchaser *inter alia* for the maintenance of the Common Areas and Amenities of Project and other common areas of the said Property and for the provision of common amenities and facilities available to the Purchaser in the Project/said Property.
- 1.6 **“Common Areas and Amenities”** shall mean the common areas and amenities as shall be available to the Purchaser in the Project, as the case may be and more particularly described at **SIXTH SCHEDULE**.

- 1.7 **“Corpus Fund”** Corpus Fund shall mean one time exigency fund to be collected from the Purchasers for the purpose of making provision for expenses related to major repair works/ maintenance and upkeep of the said Property, as may be required and deemed fit and necessary by the Promoter.
- 1.8 **“Possession Date”** shall mean the date on which the Promoter, by written intimation, makes the Plot available for occupation to the Purchaser which shall be on or before 30th June 2025.
- 1.9 **“Association/Organization”** shall mean the Association of Persons/Society/Apartment/Condominium/Partnership/ Company that may be formed by the Promoter to maintain, administer and manage all the Common Areas and Amenities forming part of the Project and/or the said Property.
- 1.10 **“Force Majeure”** shall mean any event or circumstance which is beyond the reasonable control of the Promoter and shall include without limitation, an event of flood, fire, cyclone, earthquake, war, conflicts, act of terrorism, epidemic, pandemic, change in law, government order or directive, lockdown and extension thereof, embargo, systemic failures and, or, any other calamity or situation, whatsoever and howsoever caused, whether predictable or anticipated or not, and which may affect the Promoter and, or, regular development of the Project.
- 1.11 **“FSI”** shall mean the aggregate amount of floor space index (by whatsoever name called) that can be utilized by the Purchaser for the purpose of construction on the Plot. As per prevailing rules, the permissible FSI for independent residential and commercial plots is 0.8 and for amalgamated commercial plots is 0.6.
- 1.12 **“Interest”** shall mean simple interest at State Bank of India’s (**SBI**) Marginal Cost of Lending Rate (**MCLR**) + 2% (two per cent) per annum. The MCLR shall be taken as applicable on 1st day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the applicable MCLR for the said quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.
- 1.13 **“Infrastructure Development Charges”** shall mean charges payable by the Purchaser towards the Common Areas and Amenities to be provided by the Promoter as set out in **SIXTH SCHEDULE** and infrastructural facilities mentioned in clause 9.1 herein below.
- 1.14 **“Larger Property”** means the land as described in the First Schedule hereunder written.
- 1.15 **“Liquidated Damages”** shall mean an amount equivalent to 10% (ten per cent) of the Plot Consideration.

- 1.16 **“Plot”** shall mean Plot described in Third Schedule hereunder with details provided in **“FIFTH SCHEDULE”**. The Plot is as mentioned on the Layout Plan annexed as **ANNEXURE “A”**, shaded in red, and more particularly described in the Third Schedule hereunder written.
- 1.17 **“Plot Consideration”** shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of the Plot to the Promoter as set out in Clause 4.1 of this Agreement.
- 1.18 **“Project”** shall mean the project Imperial Goa Phase 2 consisting of various plots including the Plot forming part of the said Property and additional plots if any acquired by the Promoter of the Larger Property and consisting of the Common Areas and Amenities and infrastructure.
- 1.19 **“RERA”** shall mean the Real Estate (Regulation and Development) Act 2016 and the rules framed by the relevant State Government, State RERA Authorities thereto, circulars, notifications issued by State RERA Authorities or State Government and any amendments to the Act or the rules.
- 1.20 **“said Property”** shall mean land described in the Second Schedule hereunder.

2. INTERPRETATION:

- a. All references in this Agreement to statutory provisions shall be construed as meaning and including references to:
- i. Any statutory amendment, modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
 - ii. All statutory instruments or orders made pursuant to a statutory provision; and
 - iii. Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.
- b. Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- c. Headings to Clauses, Sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the schedules and shall be ignored in construing the same.
- d. References to recitals, clauses or schedules are, unless the context otherwise requires, are references to recitals, to clauses of or schedules to this Agreement.

- e. Reference to days, months and years are to Gregorian days, months and calendar years respectively.
- f. Any reference to the words “hereof,” “herein”, “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.
- g. The words “include” and “including” are to be construed without limitation.
- h. Any reference to the masculine, the feminine and the neutral shall include each other.
- i. In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.
- j. The recitals above, the schedules and annexures hereto shall form an integral part and parcel of this Agreement and shall be read in conjunction with this Agreement.

3. DISCLOSURES AND TITLE:

- a. The Purchaser hereby declares and confirms that prior to the execution of this Agreement:
 - i. the Promoter has made full and complete disclosure of its title to said Property;
 - ii. he/she/they has/have taken inspection of all the relevant title documents; and
 - iii. he/she/they has/have, in relation to the Plot/said Property, satisfied himself/herself/ themselves of *inter alia* the following:
 - 1. Nature of the Promoter’s right, title and interest to the Plot and the said Property;
 - 2. The Approvals obtained/to be obtained (current and future) in respect of the Project;
 - 3. The drawings, plans and specifications in respect of the Larger Property;
 - 4. Common Areas and Amenities forming part of Project.

- b. The Purchaser confirms that the Purchaser has entered into this Agreement out of his own free will and without any coercion, and after reviewing and understanding a draft of this Agreement. The Purchaser has obtained suitable advice prior to entering into this Agreement and the Agreement is being entered into with full knowledge of the obligations and rights under this Agreement and the Applicable Law governing the same.

4. AGREEMENT:

- 4.1 The Promoter hereby agrees to grant, sell, transfer, convey and assign all its right, title and interest in the Plot described in **THIRD SCHEDULE** which is earmarked in red on the **ANNEXURE "A"**, for a consideration of **Rs. _____/- (Rupees _____ Only) ("Plot Consideration")** subject to the terms and conditions mentioned herein and in the Approvals. The Purchaser shall pay to the Promoter the Plot Consideration in the manner provided in **FIFTH SCHEDULE** hereto. The Plot is more particularly described in the **THIRD SCHEDULE** hereunder written and is earmarked in Red on **ANNEXURE "A"**.
- 4.2 Subject to receipt of the Plot Consideration, Possession Charges and all other amounts due and payable by the Purchaser in relation to the purchase of the Plot and subject to Purchaser not being in breach of the terms of this Agreement, the Promoter has agreed to offer to the Purchaser certain promises which shall be applicable on and from the date the Purchaser pays all amounts due in relation to the purchase of the Plot.

5. CONSIDERATION:

- 5.1 The Purchaser agrees to pay Plot Consideration amount mentioned in Annexure **FIFTH SCHEDULE** in the manner as mentioned in payment plan annexed in **FIFTH SCHEDULE**.
- 5.2 Provided that any deduction of an amount made by the Purchaser on account of Tax Deduction at Source, if any ("**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 the Purchaser submitting the original tax deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site.
- 5.3 Provided further that, if any such certificate is not produced, the Purchaser shall pay equivalent amount as interest free deposit to the Promoter, which deposit shall be refunded by the Promoter to the Purchaser, upon the Purchaser producing such certificate. It is hereby agreed that until receipt of the certificate as aforesaid, the Promoter shall not be liable to handover possession of the Plot to the Purchaser.

- 5.4 Time for payment of the aforesaid demands and other amounts payable under this Agreement shall be of the essence of this Agreement and the Purchaser shall, without prejudice to its other rights available in law and under this Agreement, be liable to pay interest at the rate prescribed under RERA on all delayed payments including the CAM charges.
- 5.5 The Purchaser is also, aware that the sale transaction contemplated herein will be subject to Goods and Services Tax (“**GST**”) at the applicable rates. As per the current Applicable Laws, the Plot Consideration is not liable to GST, however the GST is payable on Infrastructure Development Charges.
- 5.6 The Purchaser hereby agrees to pay the applicable Taxes on the Plot plus Corpus, Infrastructure Development Charges and/or the CAM Charges, payable under this Agreement (as may be levied by the appropriate government by way of increase in rates or introduction of new levies or in any other manner) to the Promoter, if any, being the amount payable towards the Taxes as and when demanded by the Promoter. The Purchaser hereby also agrees to pay to the Promoter, the said amount together with any increase thereto and/or interest and/or penalty, if any, that may be levied on the payment of the Taxes (prospectively or retrospectively levied by the competent authority), when demanded by the Promoter.

5.7 POSSESSION:

Once the Plot is ready alongwith Infrastructure and Common Areas and Amenities for handing over to the Purchaser, the Promoter shall intimate the Purchaser thereby offering possession of the Plot and the date of such intimation shall be the date of offer of possession for the purpose of this Agreement (“**Date of Offer of Possession**”). Within 15 (Fifteen) days from Date of Offer of Possession, the Purchaser shall pay all the amounts due and payable as per the payment plan mentioned in **FIFTH SCHEDULE** and the Possession Charges. Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts set out hereunder including the Possession Charges, the Promoter shall endeavor to hand over possession of the Plot to the Purchaser on or before the estimated Possession Date or such other extended date.

5.8 Other Charges:

The Purchaser shall in addition to the Plot Consideration shall pay the following charges within 15 (fifteen) days from the Date of Offer of Possession. (“**Possession Charges**”):

Sr. No.	Charges	Amounts (Rs.)	GST (Rs.)	Total (Rs.)
1.	CAM charges for [•] ([•]) year w.e.f Date of Offer of Possession	____/-	____/-	____/-
2.	Contribution to Corpus Fund	____/-	____/-	____/-
3.	Infrastructure Development Charges	____/-	____/-	____/-
	Total	____/-	____/-	____/-

The amounts mentioned herein above are provisional in nature and are subject to variance as may be necessary and determined by the Promoter at the time of Possession. GST amounts mentioned above are computed at 18% as per the current provisions and the actual GST amounts payable by the Purchaser may vary depending on the applicable GST rate at the time of Possession.

The Corpus Fund shall not carry any interest and shall be retained and utilized as required/necessary by the Promoter until the formation of the society/ association of plot owners or such other entity to be formed by the Promoter.

5.9 SALE DEED:

The Promoter shall, on or before the Possession Date subject to the receipt of the Plot Consideration, and Possession Charges and all amounts due and payable by the Purchaser, execute and register at the cost of the Purchaser, the Sale Deed of the Plot, the draft whereof shall be finalized by the Advocates and Solicitors of the Promoter. Pursuant to execution and registration of the Sale Deed, the Purchaser shall be entitled to mutate its name in the revenue records as the owner of the Plot.

5.10 The Purchaser is aware and acknowledges that the amenities to be provided and delivered by the Promoter to all Purchasers of the Plots are for all phases of the entire Project and the same is in process and pending to be completed. In view of the above and to enjoy and cherish the complete benefits of the entire project; it is necessary that all the Common Areas and Amenities as stated in the Agreement need to be completed. To ensure this and to facilitate the Promoter in completion of the Common Areas and Amenities as specified under RERA, the Purchaser undertakes that even after taking possession of the Plot purchased by the Purchaser; the Purchaser shall not commence the construction of the house/bungalow/villa to be constructed by him on the Plot

till the period of completion of the Project in all phases to enable the Promoter to prepare and construct all amenities for giving enriching experience to the Purchaser. The Purchaser is assenting to withhold construction; thereby not causing any obstruction/inconvenience to the construction and development of the Common Areas and Amenities by the Promoter.

5.11 The Purchaser agrees and understands that Promoter has agreed to sell the rights under this Agreement to the Purchaser on the specific assurance of the Purchaser that the Purchaser:

5.11.1 Shall make payment of the Plot Consideration in the manner set out in Clause 5.1 hereinabove and all the balance amounts set out in this Agreement including but not limited to the Possession Charges without any delay or demur for any reason whatsoever;

5.11.2 Shall observe all the covenants, obligations and restrictions stated in this Agreement; and

5.11.3 Confirms that any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a breach of the terms of this Agreement by the Purchaser.

5.12 It is clarified and the Purchaser accords his irrevocable consent to the Promoter to appropriate any payment made by him, notwithstanding any communication to the contrary, in the following manner:

5.12.1 **Firstly**, towards the cheque bouncing charges in case of dishonour of any cheque issued by the Purchaser;

5.12.2 **Secondly**, towards Interest due as on the date of payment;

5.12.3 **Thirdly**, towards costs and expenses for enforcement of this Agreement and recovery of the Plot Consideration, Possession Charges, dues and taxes payable in respect of this Agreement or any other administrative or legal expense incurred by the Promoter on account of delay in payment by the Purchaser and consequential actions required to be taken by the Promoter; and

5.12.4 **Fourthly**, towards outstanding dues including Plot Consideration under the Agreement or in such manner as the Promoter in its sole discretion may deem fit and proper. Under any circumstances, no express intimation or communication by the Purchaser, with regard to appropriation/application of the payments made hereunder shall be valid or binding upon the Promoter.

5.13 In case of the dishonor of any cheque, the cheque bouncing charges will be payable by the Party which issued the cheque in question.

- 5.14 The Parties agree that, in addition to the Interest, in case of every instance of delayed payment, either Party shall be entitled to recover from the other Party responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments.
- 5.15 The Purchaser hereby grants his irrevocable consent to the Promoter to securitize the Plot Consideration and/or part thereof and the amounts receivable by the Promoter hereunder and to assign to the banks/financial institutions the right to directly receive from the Purchaser the Plot Consideration and/or part thereof and/or the amounts payable herein. It is further agreed that any such securitization shall not lead to an increase in the Plot Consideration paid by the Purchaser for the said Plot and any payment made by the Purchaser to the Promoter and/ or any bank or financial institution nominated by the Promoter in writing, shall be treated as being towards the fulfilment of the obligations of the Purchaser under this Agreement to the extent of such payment.

6. DEFAULT BY THE PURCHASER AND THE CONSEQUENCES

- 6.1 On the Purchaser committing default in payment on due date (time being the essence of contract) of any amount due and payable by the Purchaser to the Promoter under this Agreement and/or on the Purchaser committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at its own option to terminate this Agreement.
- 6.2 Provided always that, the power of termination hereinbefore contained shall be without any reference or recourse to any judicial authority. However, such power shall not be exercised by the Promoter unless and until the Promoter shall have given to the Purchaser fifteen (15) days prior notice in writing at the address provided by the Purchaser of its intention to terminate this Agreement including giving notice through email to the Purchaser and of the specific breach or breaches (including the breach in respect of payment of demands and interest thereof, if any) of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser in remedying such breach or breaches within a period of fifteen (15) days as provided in such cure notice. It is hereby clarified that this Agreement shall be deemed to be terminated upon expiry of the termination notice of fifteen (15) days. On termination of this Agreement, the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the Plot or under this Agreement except for refund of the Plot Consideration paid by the Purchaser till such termination after deducting therefrom (i) Liquidated Damages, (ii) any interest on delayed payments, and (iii) brokerage paid by the Promoter at actuals towards the sale of the Plot, (collectively referred to as the “**Recovery Amounts**”). In the event, the Promoter

is unable to recover all the aforesaid amounts from the amounts forfeited, then the Promoter shall be entitled to recover such shortfall separately from the Purchaser as an independent claim.

- 6.3 Provided further that, the Promoter shall not be liable to refund to the Purchaser any Taxes paid by the Purchaser under this Agreement. It is hereby clarified that, such balance sale consideration after deducting the Recovery Amounts, shall be refunded by the Promoter to the Purchaser only out of the sale proceeds arising out of the re-allotment/sale of the Plot to a third party. The Promoter shall be refunding the said amount to the Purchaser within 60 (Sixty) days from the date the Purchaser executes a Deed of Cancellation at its own cost in respect of the Plot with the Promoter and hand over of originals of all the documents executed in respect of the Plot including this Agreement, to the Promoter. The Promoter shall be entitled to re-sell/allot the Plot to a third party, from the date of the termination of this Agreement, without any reference/recourse to the Purchaser and the only claim that the Purchaser shall have against the Promoter shall be refund of the aforesaid amounts as stated in Clause 6.2 hereinabove.
- 6.4 In the event, the Promoter informs the Purchaser that they are unable to undertake the Project due to force majeure events and/or any reason/s beyond the Promoter's control, then notwithstanding anything contained in the preceding point, and as a consequence thereto, if the Purchaser decides to cancel/terminate this Agreement, then the Promoter shall be liable to refund all amounts received from the Purchaser till then (excluding the Taxes deposited with the government) within 30 (thirty) days from the date of termination of the Agreement provided the Purchaser executes a Deed of Cancellation in respect of the Plot with the Promoter and hands over of originals of all the documents executed in respect of the Plot including this Agreement to the Promoter. The Purchaser hereby agrees and acknowledges that upon termination, the Purchaser shall not have any further claim against the Promoter, in respect of the Plot or arising out of this Agreement except refund of the aforesaid amounts from the Promoter and the Promoter shall be at liberty to sell the Plot to any other person or persons at such price and upon such terms and conditions as the Promoter may deem fit and proper at their sole discretion. Further, in the event the Promoter is unable to offer possession of the Plot on or before the Possession Date for any reasons other than force majeure events and/or any reason/s beyond the Promoter's control, on demand in writing by the Purchaser/s, the Promoter shall refund the amounts received from the Purchaser/s along with applicable Interest from the date of payment of such amount till refund thereof.
- 6.5 It is hereby agreed between the Parties hereto that, receipt of the aforementioned refund either under Clauses 6.3 or 6.4 above, as the case may be, by way of

cheque, if any, by registered post acknowledgment due at the address mentioned above, whether encashed by the Purchaser or not, will be considered as the payment made by the Promoter towards such refund and the liability of the Promoter in terms of the said refund shall come to an end forthwith. On termination of this Agreement, the Purchaser shall have no right, title, interest, claim, demand, or dispute of any nature whatsoever, except for the refund of the aforesaid amounts (subject to deductions) either against the Promoter or against the Plot. The Promoter shall be entitled to re-sell/allot the Plot to a third party, from the date of the termination of this Agreement for Sale without any reference/recourse to the Purchaser and the only claim that the Purchaser shall have against the Promoters shall be refund of the aforesaid amounts as stated in Clause 6.2 hereinabove.

6.6 If the Purchaser in order to augment the resources in his/her/their hand for the purpose of payment of consideration amount to the Promoter under this Agreement, seeks a loan from the Purchaser's lender against the security of the Plot subject to the prior consent and approval of the Promoter, then in the event of (a) the Purchaser committing a default of the payment of the demands of the consideration amount as mentioned herein, and (b) the Promoter exercising its right to terminate this Agreement, the Purchaser shall clear the mortgage debt outstanding at the time of the said termination. The Purchaser shall obtain the necessary letter from such Purchaser's lender for resale of the Plot by the Promoter stating that the Purchaser has cleared the mortgage debt. On receipt of such letter from the Purchaser's lender, the Purchaser shall be (subject to what is stated in Clause 6.2 regarding the forfeiture) entitled to the refund of the amount so paid by him/her/them to the Promoter towards the Plot excluding the Taxes paid till then. Notwithstanding all that is stated hereinabove, it shall always be obligatory on the part of the Purchaser to pay the demands of the consideration amount as and when due under the terms of this Agreement, irrespective of the fact that the Purchaser has applied for the loan to the Lender and further irrespective of the fact that the said loan is under process and sanction is awaited and/or is rejected.

6.7 All the rights and/or remedies of the Promoter including the aforesaid rights and remedies of the Promoter are cumulative and without prejudice to one another.

7. LOANS AGAINST THE PLOT:

7.1 The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Purchaser in connection with the payments to be made pursuant to this Agreement ("**Loan**") and any mortgage created or to be created over the Plot in connection with such Loan (which requires the prior written consent of the Promoter), the Purchaser shall remain solely and wholly

responsible for the timely payment of the Total Consideration or the part thereof and/or any other the amounts payable hereunder.

- 7.2 The Parties further agree that the Promoter shall not, in any way, be liable or responsible for the repayment of the Loan taken by the Purchaser. All costs in connection with the procurement of the Loan and creation of a mortgage over Plot and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Promoter shall have a lien on the Plot to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard.
- 7.3 The Purchaser hereby expressly agrees that so long as the Loan and the Plot Consideration and Possession Charges remain unpaid/outstanding, the Purchaser subject to the terms hereof, shall not sell, transfer, let out and/or deal with the Plot in any manner whatsoever without obtaining prior written permission of the Promoter and/or the relevant banks/financial institutions which have advanced the Loan. The Promoter shall not be liable for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Purchaser to inform the Association about the lien/charge of such banks/financial institutions and the Promoter shall not be liable or responsible for the same in any manner whatsoever.
- 7.4 Notwithstanding anything contained herein it shall always be obligatory on the part of the Purchaser to pay the demands of the Plot Consideration as and when due under the terms of this Agreement and the Purchaser shall duly and promptly pay the demands of the Plot Consideration irrespective of the fact that the Purchaser has/have applied for the loan to such financial institution, banks, or such other institutions and further irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Purchaser shall not be permitted to raise any contention in respect of his/her/their/its failure to pay the demands of the Plot Consideration on time and on the due dates on the basis that the Purchaser has applied for loans to such financial institution, banks or such other institutions and that the same are under process of disbursement or that the said loan application of the Purchaser is rejected. In the event of the failure of the Purchaser to pay the demands of the consideration amount the Promoter shall be entitled to enforce their rights as mentioned herein.
- 7.5 The Purchaser indemnifies and hereby agrees to keep indemnified the Promoter and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Promoter and its successors and assigns may suffer or incur by reason of any action that any bank/financial

institution may initiate on account of the Loan or for the recovery of the Loan or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the Loan.

8. FORCE MAJEURE:

8.1 Notwithstanding any other provision of this Agreement, the Promoter shall, without being liable to the Purchaser in any way including in respect of payment of Interest, be entitled to reasonable extension of time for making available the Plot for possession if the same is delayed for reasons beyond the control of the Promoter including on account of any of the following:

8.1.1 Force Majeure;

8.1.2 stay or injunction order affecting the development of the said Property / Project by any court of law, tribunal, competent authority, statutory authority, or any amendments to the Applicable Law, etc.;

8.1.3 non-availability of steel, cement, other building material, water or electric supply;

8.1.4 non-payment or delayed payment of demands by the Purchaser;

8.1.5 labour problems, shortage of water supply or electric power or by reason of any war, civil commotion, act of God if non-delivery of possession is as a result of any notice, order, rule or notification of the government and/or any other public or competent authority or sanctioning authorities or of the court or on account of delay in issuance of NOC's, licenses, Approvals, q certificate etc. or non-availability of essential amenities, services and facilities such as electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond the control of the Promoter;

8.1.6 election code of conduct;

8.1.7 any change in the development control regulations;

8.1.8 delay in receipt of documents and/or approvals;

8.1.9 any other reason (not limited to the reasons mentioned above), beyond the control or unforeseen by the Promoter, or its agent or not directly attributable to any wilful act or omission on its part.

For the purposes of this Clause 8.1, a reasonable extension of time will, at the least, be equivalent to the aggregate of the period of the subsistence of an event or events stipulated in this Clause 8.1 and six (6) months recommencement period.

9. INFRASTRUCTURE PROVISIONS IN THE RESPECT OF INDIVIDUAL PLOTS:

- 9.1 Subject to any Force Majeure events or any reasons beyond the control of the Promoter, the Promoter undertakes to complete, the following:
- a. Plots cleaning and grading with natural ground contours;
 - b. Access Roads to individual plots;
 - c. Individual plot demarcation with kerbstones /MS Wire fence/Bund wall
 - d. Water & Electricity provision;
 - e. Streetlight and Storm Water drainage for layout roads.
- on or before 30 June 2025

The Purchaser is aware that the Promoter shall provide the Common Areas and Amenities which are more particularly set out in **SIXTH SCHEDULE** herein which the Purchaser shall use with the other purchasers of the Project. The Purchaser is further aware that subject to Force Majeure or any reasons beyond the control of the Promoter, the Purchaser shall endeavour to complete the Common Areas and Amenities on or before 30 June 2025.

PROJECT MANAGEMENT COMPANY, CAM CHARGES AND MAINTENANCE RELATED AMOUNTS

- 9.2 Notwithstanding the other provisions of this Agreement, the Promoter shall be solely entitled to manage themselves or to appoint any person entity/ies, or organization/s, or agency/ies as “Project Management Company” (“**PMC**”) to manage the operation and maintenance of the Common Areas and Amenities, on the said Property for a period until the Association is formed and the charge for maintenance is handed over to the Association. For the purpose of keeping the Amenities in the Project in good condition the Promoter may, at its discretion, decide to maintain the Project by itself or through PMC for a period of 5 years from the Possession Date even after formation of the Association. In such event the CAM charges for 1st year shall be payable by the Purchaser to the Promoter within a period of 15 days from the Date of Offer of Possession as provided in clause 5.8 hereinabove and for the subsequent years, the annual CAM Charges shall be payable by the Purchaser to the Promoter before the beginning of every subsequent year, within a period of 15 days from the date of receipt of demand for the same from the Promoter.
- 9.3 The Promoter shall have the authority and discretion to negotiate with such PMC and to enter into and execute formal agreement/s authorizing it/them for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the PMC shall be borne and paid by the purchasers of the Project including the Purchaser/s on a pro rata basis as part of the development and common infrastructure development charges referred to herein. In such event, the Purchaser/s agrees to abide by any and all terms,

conditions, rules and/or regulations that may be imposed by the Promoter or the PMC, including without limitation, payment of the Purchaser's share of the charges that may become payable with respect to the operation and maintenance of the Common Areas and Amenities of the said Property inclusive of the payment fees of the PMC.

- 9.4. Upon completion of the Project and Common Area and Amenities and sale of all the Plots forming part of the said Property and receipt of all consideration amounts from all the purchasers, the Promoter will convey the Common Areas and Amenities to the Association/Organization in accordance with provisions of applicable law. At the time of handing over, the corpus amount shall be handed over to such Association/Organisation along with audited statement of accounts in respect of the amount of maintenance charges paid by the purchasers.

10. PURCHASER'S COVENANTS:

10.1 The Purchaser, for himself and with the intention to bring all persons into whosoever hands the Plot may come, hereby covenants and undertakes:

10.1.1 The Purchaser shall be entitled to rights and facilities as set out in this Agreement, subject to the rules and condition as may be laid down by the Promoter and the Purchaser agrees for the same.

10.1.2 The Purchaser shall be entitled to make use of the common roads, passages, water, electricity, open spaces of the said Property in common with all other plot purchasers in the said Layout subject to payment of maintenance charges as determined by the Promoter and the rules and regulations of the common organization of the plot owners;

10.1.3 The Purchaser/s shall not encroach upon any roads, parks and open spaces in the said Property and shall keep the same free from any obstructions. The Purchaser/s shall not trespass into other plots or areas not earmarked for common use. The Purchaser shall make use of the Common Areas and Amenities only in accordance with the purpose for which they are intended.

10.1.4 The Purchaser shall not cause any obstruction for the free passage and movement in such common areas. The Purchaser shall not cause any obstruction for free movement of men, materials and vehicles in the internal roads, passages and any common areas by placing any materials/vehicles/articles or otherwise.

10.1.5 The Purchaser shall have no power or authority to alter the nature of use of the Plot.

- 10.1.6 The Promoter is free to enter upon the Plot for laying common services including electricity, water and sanitary connections, etc. and the Purchaser shall not meddle with the same any time.
- 10.1.7 The Purchaser shall pay common expenses for maintenance of the Project and shall pay, proportionate taxes and other expenses and outgoings in respect of the said Property to the Promoter/PMC/Association, if any or to such person appointed to manage the same.
- 10.1.8 The Purchaser shall not object to the enjoyment of the remaining plots by the other purchasers in the said Property.
- 10.1.9 The Purchaser shall pay the applicable property taxes, cesses, CAM charges, and applicable taxes upon the Promoter intimating the Purchaser for the handover of possession of the Plot.
- 10.1.10 The Purchaser shall follow the construction guidelines as may be provided by the Promoter at the time of possession for undertaking any construction on the Plot. The Purchaser shall at its own cost obtain all the Approvals as may be required for construction on the Plot and the Purchaser and all its contractors/agents/nominees shall ensure that the construction and development of the Plot is carried out in accordance with the Applicable Law.
- 10.1.11 The Purchaser shall not use the Plot other than for residential purposes (save and except plot numbers 14, 15, 16 and 17 which are for commercial use) and shall not use it for any illegal or immoral or non-residential purposes.
- 10.1.12 The Purchaser shall not display boards or hoardings or neon signs or paintings on the Plot in the Project.
- 10.1.13 The Purchaser shall not sub-divide the Plot.
- 10.1.14 The Purchaser shall not use the Plot or permit the same to be used for any purpose which in the opinion of the Promoter to cause nuisance or annoyance to the purchasers of other plots in the said Property or to the owners or occupiers of the neighbouring properties.
- 10.1.15 The Purchaser shall abide by all the laws and regulations of the Government, and any other duly constituted authority from time to time in force, and answer and be responsible for all notices or violations and of any of the terms and conditions in this Agreement.
- 10.1.16 The Purchaser/s shall not encroach upon any roads, parks and open spaces or any other common facilities in the Project property and shall keep the same free from any obstructions. The Purchaser/s shall not trespass into other plots or areas not earmarked for common use.

- 10.1.17 The Purchaser shall not throw debris/garbage used articles/rubbish in the common areas, parks and open spaces neighbouring plots, roads and open spaces left open in the Project/said Property. The Purchaser shall strictly follow rules and regulations for debris/garbage disposal as may be prescribed by the Promoter/PMC/Association maintaining the Common Areas and Amenities in the Project from time to time.
- 10.1.18 The Purchaser shall not default in the payment of CAM charges, any other common expenses, property taxes or levies to be shared by the owners or common expenses for maintenance of the Project.
- 10.1.19 The Purchaser shall make use of the Common Areas and Amenities only in accordance with the purpose for which they are intended.
- 10.1.20 The Purchaser shall along with the other plot purchasers of the said Layout become a member of the Association which shall be formed by the Promoter and/or the Erstwhile Owner, as the case may be, in accordance with the Applicable Law. The Purchaser/s shall sign and execute necessary declarations, forms and other papers and become member/s of such Association and pay society formation charges and share money as shall be intimated by the Promoter/Association. The Purchaser further covenants and unequivocally agrees to make himself/herself/itself available for execution of all necessary documents, forms, applications before the concerned authorities in connection with the formation of the association of persons/society/condominium/company. The Purchaser/s shall duly observe and comply with all the rules and regulations of such Association.
- 10.1.21 The Purchaser agrees to comply with the possession policy and the permissible changes policy of the Promoter as amended from time to time.
- 10.1.22 To pay to the Promoter within 7 (seven) days of demand by the Promoter its share of security deposit demanded by the concerned local Authority or government for giving water, electricity or any other service connection to the Project.
- 10.1.23 The Purchaser confirms that this Agreement is the binding arrangement between the Parties and overrides, supersedes any other written and, or, oral understanding, including but not limited to the application form, allotment letter, brochure or electronic communication of any form.
- 10.1.24 The Purchaser agrees and acknowledges that the Promoter shall have the unconditional and irrevocable right to sell, transfer, lease, encumber and/or create any right, title or interest in the unsold plots without any consent/no-objection of any nature whatsoever in this regard from and payment of any transfer fees to the Association and such purchaser of such unsold plot/s shall deemed to be a member of the Association. Where consents and, or, permissions

may be required from the Association pursuant to Applicable Law (illustratively, for electricity), the Purchaser shall cause the Association to issue such consents and, or, permissions forthwith on request.

10.1.25 The Purchaser agrees and acknowledges that it shall forthwith admit any purchasers of plots in the said Property and shall forthwith issue share certificates and other necessary documents in favour of such purchasers, without raising any dispute or objection to the same, and without charging/recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the purchaser/lessees/occupants of these unsold plots/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the Common Areas and Amenities at par with any other member of the Association.

10.1.26 The Purchaser, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s)/modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India, etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Law. The Purchaser understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for action under the FEMA as amended from time to time. The Promoter accepts no responsibility/liability in this regard. The Purchaser shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the Plot applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser only.

10.1.27 The Purchaser is aware that various purchasers have chosen to buy plot(s) in the development with the assurance that the conduct of all users of the development shall be appropriate and in line with high standards of social behaviour. Similarly, the Promoter has agreed to sell this Plot to the Purchaser

on the premise that the Purchaser shall conduct himself in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other purchasers in the Project and/or the Promoter and/or the development. Any Purchaser who indulges in any action which does not meet such standards shall be construed to be in default of his obligations under this Agreement. The amenities and facilities of the Project can be used by the purchasers/users of plots of other projects of the Promoter and/or its group entities.

10.1.28 The Purchaser undertakes to observe all other stipulations and rules which are provided herein in order to enable the Project to be well maintained and enable all purchasers/members to enjoy the usage of these areas as originally designed.

10.1.29 The Purchaser is aware that a particular amount of FSI has been provided to the Purchaser hereunder and the Purchaser's entitlement shall, at all times, be restricted that FSI only.

10.1.30 The Purchaser is aware that while the Promoter has obtained some of the Approvals for the Project, certain other Approvals (or amendments to current Approvals as may be required from time to time under any law) as may be received from time to time. Having regard to the above position, the Purchaser has entered into this Agreement without any objection or demur and agrees not to raise and waives his right to raise any objection, in that regard.

10.1.31 The Parties agree that the Promoter may make amendments to the plans or layouts of the Project as required for the execution of the Project or as may be directed by the competent Authorities. The Purchaser gives his consent for such changes provided such changes shall not result in change in location of the Plot, or reduction in the area of the Plot more than 3% (three per cent) of the area of the Plot. In case a change is proposed which adversely impact any of the aforesaid factors, separate written consent shall be obtained from the Purchaser.

11. CANCELLATION BY THE PURCHASER:

11.1 In the event, the Purchaser expresses its/his/her desire to cancel this Agreement for any reasons whatsoever (save and except for reasons mentioned in Clause 6.4 hereinabove), then the Promoter shall be entitled to forfeit/deduct the Recovery Amounts from the Plot Consideration paid by the Purchaser till such cancellation and all the consequences of such cancellation stipulated in clause 6.3 hereinabove shall follow including the execution of the Deed of Cancellation and handover of originals of all the documents in respect of the Plot to the Promoter.

- 11.2 It is hereby clarified that forfeiture of the amounts as aforesaid are without prejudice to the other rights available to the Promoter including the entitlement to levy such interest rate as prescribed under RERA.
- 11.3 Upon such cancellation/termination of this Agreement, the Purchaser's right to the Plot shall forthwith cease to exist and the Promoter shall be entitled to re-allot/sell the same in favour of any third party at its discretion.
- 11.4 The Purchaser further agrees that receipt of the aforementioned refund by way of cheque, if any, by hand delivery/registered post acknowledgment due at the address/encashed by the Purchaser or not, will be considered as the payment made by the Promoter towards such refund and its liability in terms of the said refund shall come to an end forthwith. The Purchaser shall not take or make any objection, contention, obstruction, claim or any proceeding in respect of the Promoter re-selling/re-allotting the Plot to any person/s pending refund of balance monies (after deduction) as mentioned hereinabove. In such an event, the Purchaser shall not be entitled to claim any right, title or benefit of any nature whatsoever in respect of the Plot or any part thereof.
- 11.5 The Purchaser hereby grants to the Promoter the unequivocal and irrevocable consent to recover/set off/ adjust the amounts payable by the Purchaser to the Promoter including the Plot Consideration, Possession Charges, Interest and/or Liquidated Damages against any other amounts payable by the Purchaser to the Promoter or by the Promoter to the Purchaser pursuant to this Agreement and in relation to the Plot. The Purchaser agrees and undertakes not to raise any objection or make any claims with regard to such adjustment/set off and the claims, if any, of the Purchaser, in that regard, shall be deemed to have been waived.

12. DISPUTE RESOLUTION AND GOVERNING LAW:

- 12.1 If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavor to resolve the same by mutual discussions and Agreement.
- 12.2 If the dispute or difference cannot be resolved within a period of 7 (seven) days, from the notice by the aggrieved Party under Sub-Clause 12.1 above, then the dispute shall be referred to the concerned Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016.
- 12.3 This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the proceedings before the Authority.

12.4 This Agreement shall be governed and interpreted by and construed in accordance with the laws of India.

13. SEVERABILITY:

13.1 If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under Applicable Law that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement and all other provisions of the Agreement shall survive.

13.2 The Parties shall negotiate in good faith to replace such unenforceable provisions so as to give effect nearest the provision being replaced, and that preserves the Party's commercial interests under this Agreement.

14. WAIVER:

Any delay tolerated or indulgence shown by the Promoter in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of demands to the Purchaser by the Promoter shall not be construed as waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor the same shall in any manner prejudice or affect the rights of the Promoter.

15. STAMP DUTY:

For the purposes of stamp duty, the Parties identify this Agreement as the principal instrument and the Purchaser has paid the full stamp duty on the same. The Sale Deed to be executed between the Parties shall be stamped accordingly.

16. ENTIRE AGREEMENT:

The Parties agree that the Agreement, schedules, annexures and exhibits and any amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written all agreements, negotiations, commitments, writings, discussions, representations and warranties made by the Promoter in any documents, brochures, advertisements, hoardings, etc. and/or through any other medium hereinbefore agreed upon between the Promoter and the Purchaser which may in any manner be inconsistent with what is stated herein. This Agreement shall not be amended or modified except by a writing signed by both the Parties.

17. CONFIDENTIALITY:

17.1 The Parties hereto agree that all the information, documents etc. exchanged to date and which may be exchanged including the contents of this Agreement and

any documents executed in pursuance thereof (**Confidential Information**) is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party without the prior written consent of the other Party. The confidentiality obligations under this Clause shall survive even after handing over of the Plot and is legally binding on the Parties and shall always be in full force and effect.

17.2 Either Party shall not make any public announcement regarding this Agreement without prior consent of the other Party.

17.3 Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:

- a. such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating Organization or other recognized investment exchange having jurisdiction over the Parties; or
- b. such disclosure is required in connection with any litigation; or
- c. such information has entered the public domain other than by a breach of the Agreement.

18. MISCELLANEOUS:

18.1 Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Project or said Property or any part thereof.

18.2 All notices to be served on the Promoter and/or the Purchaser shall be deemed to have been duly served if sent by Registered Post A.D./Under Certification of Posting/ standard mail or courier at the address set out in the name clause hereinabove. Electronic communication (e.g. Email) shall not be deemed to be valid form of communication, save and except in case of intimation of demand for payment demands being due and receipt for payment thereto.

18.3 The Parties agree that unless a Party informs the other Party in writing about a change in address/email ID, the address/email ID available at the time of this Agreement shall be deemed to be the valid address/email ID for all communication.

FIRST SCHEDULE

(Description of the said Larger Property)

All that property admeasuring 75,000.00 square meters, surveyed under Survey No. 20/1-A of Village Bainguinim, known as PREDIO OITERAL BONOBO or BANDLO or BONOTO or BONDBO, which is described in the Land Registration Office of Ilhas at Panaji under No. 17021 at Folio 53 of Book B-45 New and enrolled in the Taluka Revenue Office at Ilhas under nos. 159 and 165, situated within the limits of Village Panchayat Se Old Goa, Tiswadi Taluka, District of North Goa, and bounded as follows:-

On the North: By Ella Village road;

On the South: By the property surveyed under Survey No.20/1;

On the East: By the property surveyed under Survey No. 19/1 and

On the West: By the property surveyed under Survey No. 20/1;

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SECOND SCHEDULE

(Description of the said Property)

All that 95 distinct plots of land (out of which 91 are residential plots and 4 are commercial plots) identified as Plot Nos. 3-28, 47-61, 64-80, 87-88, 90-93, 97-105, 109-122, 126-130, 132, 152-153, collectively admeasuring 28,651 square metres, as per the layout plan dated 13th May, 2003 bearing reference no. Tis/1278/BAI-03/399 approved by the Town Planner, Town and Country Planning Department, Government of Goa along with Plot No. 156 admeasuring 1717 square metres (earmarked as community centre), Plot No. 157 admeasuring 225 square metres (earmarked as public utility), area admeasuring 11,112 square metres earmarked as area under open spaces and area admeasuring 13,500 square metres earmarked as area under roads, area admeasuring 973 square metres falling under road widening, thus aggregating to area admeasuring 56,178 square metres, forming part of the Larger Property described herein above, bearing Survey No. 20/1-A of Village Bainguinim situated in Village Bainguinim, Taluka Tiswadi, District of North Goa, State of Goa.

THIRD SCHEDULE

All that piece and parcel of **Plot No.** _____ (**Plot Number** _____) admeasuring _____ **Sq. Mtrs.** (_____ **square metres**) as per the layout plan dated 13th May, 2003 bearing reference no. Tis/1278/BAI-03/399 approved by the Town Planner, Town and Country Planning Department, Government of Goa, bearing Survey No. 20/1-A of Village Bainguinim, situated in Village Bainguinim, Taluka Tiswadi, District of North Goa, State of Goa, and bounded as follows:

North: _____

East: _____

South: _____

West: _____

DRAFT

FOURTH SCHEDULE

ANNEXURES

- 1) **ANNEXURE "A"**: Layout Plan showing Plot

- 2) **ANNEXURE "B"**: Sanad bearing number CNV/TIS/72/99 dated 4th April, 2000

- 3) **ANNEXURE "C"**: Letter bearing no. Tis/1278/BAI-03/399 dated 13th May, 2003 S.D.O. Goa with the layout plan approved by the Town Planner, Town and Country Planning Department, Government of Goa, Tiswadi Panaji, Goa

- 4) **ANNEXURE "D"**: Final N.O.C. granted by Village Panchayat Se Old Goa vide its letter bearing no VP/SOG 67/15/ 2003-04 dated 17th May, 2003

- 5) **ANNEXURE "E"**: Title Certificate

- 6) **ANNEXURE "F"**: NOC from JM Financial Credit Solutions Limited for sale of the Plot

- 7) **ANNEXURE "G"**: RERA registration certificate Phase 2

FIFTH SCHEDULE

Plot Number	
Area (SQM)	
Plot Consideration	
Correspondence Address	
Email Id	

Payment Plan

Sr. No.	Payment Milestones	Amount (In Rs.)	Due Date / Received Date
1.	First demand		
2.	Second demand		
3.	Third demand		
4.	Fourth demand		
5	Fifth demand		Within 15 days from Date of Offer of Possession

SIXTH SCHEDULE

List of Common Areas and Amenities

1. Grand Club house with Gym/Steam/Shower, Spa & Guest Rooms
2. Swimming pool
3. Jogging/walking track/Cycling track
4. Cricket Net
5. Multipurpose Court
6. Provision for Flea Market/Music + Dance festival/Food festival/Party Lawn
7. Amphitheatre
8. Croquet
9. Archery
10. Outdoor Yoga court
11. Bucaco Forest/Plantation/Gardens
12. Open air Sit-outs/Common Hang-out spaces
13. Meditation zone
14. Reading Nook
15. Gazebo/Cabana
16. Space for outdoor café

The Promoter shall have exclusive rights, authorities and liberties to alter, amend or provide for additional amenities and facilities, as the Promoter deems fit and or in the interest of the Project and the Purchaser/s/Allottee/s herein shall have no objection of whatsoever nature for the same.

Proforma Agreement for Sale for Project Imperial Goa Phase 2

Department within the time permitted by law and furnish to the Promoter the TDS certificate.

The parties hereby declare that the property in transaction does not belong to Schedule Caste/Schedule Tribe pursuant to the Notification No. RD/LAND/LRC/318/77 dated 21/08/1978.

IN WITNESS WHEREOF PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE AT GOA IN THE PRESENCE OF ATTESTING WITNESSES, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN.

DRAFT

Director/ Authorized Signatory

SIGNED AND DELIVERED

BY THE WITHIN NAMED **PROMOTER**



HOABL LANDBUILD PRIVATE LIMITED

(formerly known as Lodha Landbuild Infrastructure Private Limited)

Represented by its Director/Authorised Signatory

MR. _____

L.H.F. T. IMPRESSIONS

R.H.F.T. IMPRESSION

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

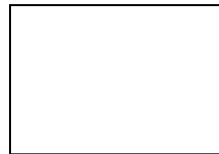
4. _____

5. _____

5. _____

SIGNED AND DELIVERED BY THE

WITHIN NAMED **PURCHASER**



(MR. _____)

L.H.F. T. IMPRESSIONS

R.H.F.T. IMPRESSION

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

WITNESSES:

1) -----

2) -----

DRAFT

DRAFT