

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** is made and executed on this ----- day of July 2021, at Mapusa, Bardez - Goa.

B E T W E E N

- 1) **MRS. BERNADETA MARIA LIBERATA DE SOUZA alias BERNADETTE DE SOUZA alias BERNADETTE M. DE SOUZA**, Wife of Hilario Alexio Valentino De Souza, 65 years of age, married, retired, Indian National, having Pan Card bearing No. [REDACTED] and Aadhaar Card bearing No.-----, Contact No.-----, and her husband;
- 2) **MR. HILLARY D'SOUZA alias HILARIO ALEIXO VALENTINO DE SOUZA alias HILARY A. V. DE SOUZA alias HILARY ALEX VALENTINE DESOUZA**, Son of late Joao Caetano de Souza, 77 years of age, married, retired, Indian National, holding Pan Card bearing No. [REDACTED], and Aadhaar Card bearing No.-----, Contact No.-----, both resident of H. No. 9/326/B, Plot No. F-34, Housing Board Colony, Ganeshpuri, Near water tank, Mapusa, Bardez – Goa; hereinafter referred to as "**THE OWNERS**", (which expression shall unless repugnant to the context or meaning thereof be deemed to include their executors, administrators, nominees, legal representatives and/or assigns) **OF THE FIRST PART.**

A N D

M/S. R SQUARE, a partnership firm, duly registered under the partnership act, having its registered office at Hill Crown Apartments, Flat No. G, Ground Floor, Altinho, Mapusa, Bardez – Goa; duly represented herein by its Partners;

1) **MR. RAHUL SAINATH PATKAR**, Son of Sainath Patkar, 35 years of age, married, business, Indian National, having Pan Card bearing No. [REDACTED] having Aadhar Card bearing

No. [REDACTED] Contact No. **9850555353**, resident of Flat No. G, Ground Floor, Hill Crown Apartments, Altinho, Mapusa, Bardez – Goa; and **2) MR. RAHUL KUDNEKAR**, Son of Rajendra Kudnekar, 33 years of age, married, business, Indian National, having Pan Card bearing No. [REDACTED] having Aadhar Card bearing no. [REDACTED], Contact No. **9021308546**, Resident of H. No. A/505, Mesta Bhat, Mercedes, Tiswadi – Goa; hereinafter referred to as **“THE PROMOTERS”**, (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its, Partners, successors, executors, administrators, legal representatives and permitted assigns) of the **SECOND PART**.

AND

-----; hereinafter referred to as **“THE ALLOTTEE”**, (which expression shall unless repugnant to the context or meaning thereof be deemed to include her executors, administrators, nominees, legal representatives and/or assigns) **OF THE THIRD PART**.

WHEREAS there exist an Immovable property known as **“VOLOUNEACHO SHENO”** also known as **“VOLVONEM”** or **“VOLMACHO XENDO”** or **“XENDO”** totally admeasuring 1,700 sq. mts., situated at Tivim, Bardez – Goa, along with a house therein, situated within the limits of village Panchayat of Tivim, Taluka of Bardez, District of North Goa, State of Goa, which property is found to be described in the land registration office of Bardez under no. 14173 at folio 151 of Book B 36 (new), consisting of 2/8 parts of the property described under 14170 of the said book and enrolled in the Taluka Revenue office of Bardez under Matric no. 1066 and 1068 of second division and presently surveyed under Survey no. **177** of Sub division No. **3** of

Tivim Village. The above said property shall hereinafter be referred to as **“THE SAID PROPERTY/ PROJECT LAND”** and more fully and particularly described in **SCHEDULE I** herein under.

WHEREAS the said property originally belonged to Liberata Ascencao Pereira, who had purchased it from Jose Laurenco Justino de Mello and his wife Cacilda Fernandes e de Mello and who had inherited the same by way of will executed by his uncle and Aunt Jeronimo Caridade de Mello and Piedade Francisca de Souza. The same came to be Inscribed under No.8621, drawn up partly at folio 33 of Book G-13 of the Land Registration Records of Bicholim and described Under No.14173 at Folio 151 of Book B 36 new of the Land Registration Office of Bicholim.

WHEREAS the said Liberata Ascencao Pereira was married to Mr. Francisco Mascarenhas alias Joao Xavier alias Fracisco alias Joao Xavier Mascarenhas

WHEREAS the said Late Mr. Francisco Mascarenhas alias Joao Xavier alias Fracisco alias Joao Xavier Mascarenhas gifted in favour of his widow Smt. Liberata Ascencao Pereira, the said property vide deed dated 31/08/1935 drawn up by the Notary Public Silva Coelho of Bicholim at folio 55 of Book no.101.

WHEREAS the said Late Mr. Francisco Mascarenhas alias Joao Xavier alias Fracisco alias Joao Xavier Mascarenhas expired on 03/09/1935 at Tivim, without descendants or ascendants, leaving behind as his widow and moiety holder Smt. Liberata Ascencao Pereira.

WHEREAS that being the moiety holder and the Donee by virtue of the said deed dated 31/08/1935, the said Smt. Liberata Ascencao Pereira became exclusive owner in lawful possession of the said property.

WHEREAS the said Smt. Liberata Ascencao Pereira vide deed of Succession and Gift dated 19/02/1949, gifted the said property

by reservation of the lifetime usufruct for herself to her niece Miss. Luzia Ernestina de Souza alias Luiza Ernestina de Souza.

WHEREAS the said Smt. Liberata Ascencao Pereira expired at Tivim on 12/09/1951, and after her death Miss. Luzia Ernestina de Souza alias Luiza Ernestina de Souza, became the sole owner of the said property.

WHEREAS the said Mrs. Lusia Ernestina De Souza @ Luisa Ernestina Souza @ Luiza Ernestina D'souza @ Luiza Ernestina De Souza was married to Mr. Alfredo Luis Gonzaga Martiniano Souza @ Alfred Luis Gonzaga Martinho D'souza @ Alfredo De Souza.

WHEREAS the said Mrs. Lusia Ernestina De Souza @ Luisa Ernestina Souza @ Luiza Ernestina D'souza @ Luiza Ernestina De Souza, expired on 29/05/2016, at Reach Out D.A.H. Pirazona Vaddo, Moira, Bardez, Goa and Mr. Alfredo Luis Gonzaga Martiniano Souza @ Alfred Luis Gonzaga Martinho D'souza @ Alfredo De Souza, expired on 13/08/1990, at Remancio Hospital, Mapusa, Bardez- Goa, without leaving behind any Will, Gift or relinquishment, leaving behind them their Children:

- I. Mrs. Bernadeta Maria Liberata de Souza @ Bernadette De Souza married to Mr. Hillary D'souza @ Hilario Aleixo Valentino de Souza i.e. Vendor No.1 & 2 hereinabove).
- II. Mr. Antonio Jose Francisco de Souza @Anthony de Souza married to Mrs. Justina Angelina de Souza @ Angela Justina D'souza.
- III. Mr. Joseph Santan D'souza married to Mrs. Alcina De Souza @Alcina Desouza.
- IV. Mrs. Ethel Judith De Souza E Barreto @ Ethel Judith De Souza married to Mr. Felizardo Joaquim Barreto.

WHEREAS upon the death of Mrs. Lusia Ernestina De Souza @ Luisa Ernestina Souza @ Luiza Ernestina D'souza @ Luiza Ernestina De Souza and Mr. Alfredo Luis Gonzaga Martiniano

Souza @ Alfred Luis Gonzaga Martinho D'souza @ Alfredo De Souza, the Vendor no.1 hereinabove (namely **MRS. BERNADETA MARIA LIBERATA DE SOUZA alias BERNADETTE DE SOUZA alias BERNADETTE M. DE SOUZA**), initiated a Inventory Proceedings in the Court of Civil Judge Senior Division at Bicholim – Goa, under Inventory Proceedings No. 37/2018/B and the said property was listed at item no. I in the list of Assets in the said Inventory proceedings.

WHEREAS in terms of Final chart of allotment and order dated, 30th April 2018, passed in the Inventory Proceedings No. 37/2018/B. The said property was allotted to vendor No.1 hereinabove (namely **MRS. BERNADETA MARIA LIBERATA DE SOUZA alias BERNADETTE DE SOUZA alias BERNADETTE M. DE SOUZA**) by paying off the share of the other Interested parties in the said property by way of owelty money.

WHEREAS the Vendor No. 2 is married to Vendor no. 1 under the regime of communion of Assets as applicable to the State of Goa and hence has acquired right, title, interest and share in the **SAID PROPERTY**, being moiety share holder and hence is made party to this Agreement.

AND WHEREAS in view of the above the Vendors are lawful owners in possession of the **SAID PROPERTY**.

AND WHEREAS one Mr. Kavinash Harmalkar had entered into an Agreement for Development and Sale, dated 21st October 2019 with the Vendors hereinabove for development of the said property, the said agreement was duly executed before V. K. Harmalkar, Notary Advocate, under Reg No.2826/2019, dated 21/10/2019, hereinafter referred to as the **SAID AGREEMENT** for the sake of brevity.

AND WHEREAS pursuance of the said agreement the Mr. Kavinash Harmalkar has carried out all the liaisoning work and

utilizing his own funds obtained the following licenses and permissions/ approvals that are required for carrying out the said development:

- a) Construction License bearing No. VP/TIV/BAR/F.24/2020-21/2182 dated 22/12/2020, issued by Village Panchayat of Tivim, Bardez-Goa.
- b) Conversion Sanad No. 4/94/CNV/AC-III/2020/1075, dated 24/11/2020 issued by Additional Collector-III of North Goa District, Mapusa and along with Plan vide Case No. 4/94/CNV/AC-III/2020/924, dated 23/10/2020, issued by office of Directorate of Settlement and land Records, Mapusa-Goa.
- c) NOC from Directorate of Health Service, Primary Health Centre, Colvale, Bardez - Goa, dated 05/05/2020, bearing no.PHCColvale/NOC/2020-21/51.
- d) Technical clearance Order from Senior Town Planner, Town and Country Planning Department, North Goa District office, Mapusa, Bardez - Goa, dated 29/02/2020, bearing Reference No.TPB/5942/TIV/TCP-2020/984.
- e) Structural liability certificate, from Rajesh Mahambrey & Associates.
- f) Certificate of Conformity with Regulations, from **ASHWINIKUMAR PRABHU** of **STUDIO ARCHE'TYPE**, dated 28/02/2020.

AND WHEREAS pending the said agreement the PROMOTERS hereinabove approached the Vendors and Mr. Kavinash Harmalkar and showed their willingness to develop the SAID PROPERTY, to which the Vendors and Mr. Kavinash Harmalkar

agreed on certain terms and cancelled the said agreement dated 21st October 2019 by way of Cancellation Agreement, dated 2/7/2021 duly executed before Notary Advocate V. K. Harmalkar, Under Reg No.2628/21.

Subsequently 1) MRS. BERNADETA MARIA LIBERATA DE SOUZA alias BERNADETTE DE SOUZA alias BERNADETTE M. DE SOUZA and 2) MR. HILLARY D'SOUZA alias HILARIO ALEIXO VALENTINO DE SOUZA alias HILARY A. V. DE SOUZA alias HILARY ALEX VALENTINE DESOUZA "as Vendors", **M/S. R SQUARE**, represented by its Partners **1) MR. RAHUL SAINATH PATKAR** and **2) MR. RAHUL KUDNEKAR** "as Promoter/Developers" and **MR. KAVINASH KRISHNA HARMALKAR** "as Confirming Party" entered into a fresh Agreement for Development and Sale, dated 2nd July 2021, registered before Notary Advocate V. K. Harmalkar, under Reg No.2629/21, **dated 2/7/2021.**

AND WHEREAS as per latest agreement dated 2nd July 2021, the Promoters agreed that they shall construct a building project in the subject land containing 3 buildings/Blocks, wherein premises will be available for commercial cum residential use with infrastructure like landscape gardens, etc.

AND WHEREAS the Promoters towards the development and sale of the said property agreed to pay the consideration to the owners by way of constructing and allotting to the Vendors/owners the following premises to be constructed in the said project;

- i) **2 BHK Apartment** bearing No. **C-301**, admeasuring **117.9 m²** (super built-up area), situated on the **Second Floor of block C.**
- ii) **2 BHK Apartment** bearing No. **C-401**, admeasuring **117.9 m²** (super built-up area), situated on the **Third Floor of block C.**
- iii) **2 BHK Apartment** bearing No. **C-102** admeasuring **117.9 m²** (super built-up area), situated on the **upper Ground of block C.**
- iv) **2 BHK Apartment** bearing No. **C-202**, admeasuring **117.9 m²** (super built-up area), situated on the **First Floor of block C.**

- v) **1BHK Apartment** bearing No. **B-201**, admeasuring **69.17 m²** (super built-up area), situated on the **First Floor of block B**
- vi) **ONE SHOP** bearing No. **3**, situated on the **Ground Floor** facing the Road, admeasuring **19.78. m²** (super built-up area).

To be provided with stilt parkings.

Hereinafter referred to as the "OWNERS PREMISES" for the sake of brevity.

AND WHEREAS the Promoters towards the expenses incurred by Mr. Kavinash Harmalkar in obtaining the permissions and approvals agreed to provide him with the following Apartments to be constructed in the said project;

- i) **2 BHK Apartment** bearing No. **A-301**, admeasuring **90.54 m²** (super built-up area), situated on the **Third Floor of block A**.
 - ii) **2 BHK Apartment** bearing No. **A-201**, admeasuring **90.54.m²** (super built-up area), situated on the **Second Floor of block A**.
- (To be provided with stilt parking's).

AND WHEREAS in view of above agreement for development and sale dated 2nd July 2021, the PROMOTERS became entitled for the remaining premises in the said project and are handed over possession of the said project land. The promoters are having fully authority to develop and sell the apartments and shops in the said **PROJECT LAND** excluding the Apartments and Shops to be allotted to the Owners and Kavinash Harmalkar as stated herein above.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the said **PROJECT LAND**, in accordance with the recitals hereinabove.

AND WHEREAS the Promoters are in possession of the **PROJECT LAND**.

AND WHEREAS the Promoters have proposed to construct on the **PROJECT LAND**, a **Real Estate Project** of 1 (one) Residential cum Commercial Buildings being Block - A, Block - B, and Block - C, each having still plus Four Floors, consisting of Apartments/shops/parking slots and have named the Real Estate Project as **“LIBERATA APARTMENTS ”**.

AND WHEREAS the Promoters pursuant to the above approvals/permissions have offered for sale the remaining Apartments /Shops to intending buyers on ownership basis as an immovable property i.e. involving conveyance of such Apartments in the said Real Estate Project **“LIBERATA APARTMENTS”** and/or the said Project Land or undivided shares therein by way of execution and registration of requisite sale Deeds.

AND WHEREAS the above mentioned Allottee has approached the Promoters to purchase the **Apartment Bearing No.-----**, situated on the **----- Floor**, from the Real Estate Project **“-----”**.

AND WHEREAS the Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

AND WHEREAS the Promoters will register the said Real Estate Project under the provisions of the Real Estate (Regulation and Development) Act 2016, (hereinafter referred to as "RERA") and the Rules and Regulations made there under with Real Estate Regulatory Authority at GOA.

AND WHEREAS the Promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters accepts the

professional supervision of the Architect and the structural Engineer till the completion of the building.

AND WHEREAS the Promoters have sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoters on the Project Land except the Apartments to be allotted to the vendors and Mr. Kavinash Harmalkar and to enter into Agreement/s with the Allottee/s of the Apartments to receive the Sale Consideration (defined herein below) in respect thereof.

AND WHEREAS on demand from the Allottee, the Promoters have given inspection to the Allottee of the title Certificate of the Advocates certifying the right / entitlement of the Promoter and authenticated copy of the Form I & XIV relating to the Project Land and the plans, designs and specifications prepared by the Promoter's Architect **Mr. ASHWINIKUMAR PRABHU**, Goa and of such other documents as are specified under the RERA and the Rules and Regulations made there under, and the Allottee after getting fully satisfied with the title of the Project Land, approvals, sanctions and plans obtained by the Promoters have agreed to purchase the said Apartment.

AND WHEREAS the authenticated copies of Certificate of Title issued by the advocate of the Promoters certifying the right/ entitlement of the Promoters and authenticated copies of "FORM I & XIV" showing the nature of the title of the Promoters to the Project Land on which the Apartments are constructed have been annexed hereto and marked as **Annexure 'A'** and **'B'**, respectively.

AND WHEREAS the authenticated copies of the plans as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure 'C'**.

AND WHEREAS the Promoters have got all the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall, if required, obtain any other approvals from an 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 Promoters while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoters have accordingly commenced construction of the said building/s in accordance with the said approved/proposed plans.

AND WHEREAS the Allottee has applied to the Promoters for allotment of an **Apartment Bearing No.-----**, situated on the ----- **Floor**, being constructed in the said Real Estate Project. The same is more fully and particularly described in **THIRD SCHEDULE** herein under and hereinafter referred to as the "**SAID APARTMENT**" for the sake of brevity.

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

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

AND WHEREAS, the 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, the Promoters have agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoters, the "**SAID APARTMENT**", at or for the price of **Rs.-----/- (Rupees -----Only)** and upon the terms and conditions mentioned in this Agreement ("Sale Consideration"). Prior to the execution of these presents the Allottee has paid to the Promoters a sum of **Rs.-----/- (Rupees -----Only)**, being part payment of the Sale Consideration of the Apartment agreed to be sold by the Promoters to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoters hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the Sale Consideration in the manner appearing hereinafter.

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

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the

Allottee hereby agrees to purchase and acquire the said Apartment.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.
2. The Promoters shall construct the said Real Estate Project of **1 (one)** Building being Block - A, Block - B, and Block - C, each having stilt and Four upper Floors consisting of Apartments/shops/parking slots on the Project Land in accordance with the plans, designs and specifications as approved by the competent authority from time to time. Provided that the Promoters shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

3. PURCHASE OF THE APARTMENT AND SALE CONSIDERATION;

- 3.1. The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee the **SAID APARTMENT No. ----- of carpet area admeasuring ----- square meters** as per RERA with exclusive balcony/balconies area admeasuring ----- square meters and super built up area admeasuring -----square meter, on ----- **floor** more fully and particularly described in the

Third Schedule herein under and as shown hatched with red color in the Floor Plan thereof annexed hereto and marked Annexure 'D1' or the Sale Consideration of **Rs.-----/- (Rupees -----Only)**.

- 3.2. In addition to the carpet area of the said Apartment mentioned hereinabove, there are certain common areas and facilities appurtenant to the Apartment, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** written hereunder, the usage of the same shall be in common with the other Flat Purchaser(s)/ occupants/users.
- 3.3. As an amenity provided along with the said Apartment, the Promoters have earmarked for the exclusive use of the Allottee parking spaces bearing No.-----, Situated at stilt of, (hereinafter referred to as "said Car Parking") and as shown hatched with red color in the Floor Plan thereof annexed hereto and marked Annexure 'D2'. The said Car Parking is provided as an irrevocable amenity without consideration however the Allottee will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking/s by the Promoters and/or the Society or Association or a Limited Company of the Allottee and shall pay such outgoings in respect of the said Car Parking/s as may be levied by Society or Association or a Limited Company Society.
- 3.4. The Promoters have proposed to enclose exclusive balconies attached to the living room and bed room/s of the said Apartment and the Allottee hereby has given consent for such enclosing of balconies and has also agreed that no separate consent in writing of the Allottee in respect of this is required.

3.5. The Allottee has paid on or before execution of this agreement a sum of **Rs.-----/- (Rupees ----- Only)** as advance payment or application fee and hereby agrees, to pay to that Promoters the balance amount of **Rs.-- -----/- (Rupees -----Only)** in the following manner :

- a) Amount of **Rs.-----/- (Rupees -----Only)** (being 20% of the total consideration) to be paid to the Promoters after the execution of Agreement.
- b) Amount of **Rs.-----/- (Rupees -----Only)** (being 15% of the total consideration) to be paid to the Promoters on completion of the Plinth of the building in which the said Apartment is located.
- c) Amount of **Rs.-----/- (Rupees -----Only)** (being 5% of the total consideration) to be paid to the Promoters on completion of the Stilt Floor slab including stilt of the building in which the said Apartment is located.
- d) Amount of **Rs.-----/- (Rupees -----Only)** (being 5% of the total consideration) to be paid to the Promoters on completion of the Upper Ground Floor slab of the building in which the said Apartment is located.
- e) Amount of **Rs.-----/- (Rupees -----Only)** (being 5% of the total consideration) to be paid to the Promoters on completion of the First Floor slab of the building in which the said Apartment is located.
- f) Amount of **Rs.-----/- (Rupees -----Only)** (being 5% of the total consideration) to be paid to the Promoters on completion of the Second Floor slab of the building in which the said Apartment is located.

- g) Amount of **Rs.-----/- (Rupees -----Only)** (being 5% of the total consideration) to be paid to the Promoters on completion of the Third Floor slab of the building in which the said Apartment is located.
- h) Amount of **Rs.-----/- (Rupees -----Only)** (being 5% of the total consideration) to be paid to the Promoters on completion of the Fourth Floor slab of the building in which the said Apartment is located.
- i) Amount of **Rs.-----/- (Rupees -----Only)** (being 5% of the total consideration) to be paid to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- j) Amount of **Rs.-----/- (Rupees -----Only)** (being 5% of the total consideration) to be paid to the Promoters on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- k) Amount of **Rs.-----/- (Rupees -----Only)** (being 5% of the total consideration) to be paid to the Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- l) Amount of **Rs.-----/- (Rupees -----Only)** (being 5% of the total consideration) to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building in which the said Apartment is located.

m) Balance Amount of **Rs.-----/- (Rupees -----Only)**
 (being 5% of the total consideration) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

3.6 The Sale Consideration excludes other charges and taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, Goods and Service Tax and all levies, duties and cesses and/or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including Service Tax, Value Added Tax, Goods and Service Tax and all other applicable indirect and direct taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoters shall not be liable to bear or pay the same or any part thereof.

3.7 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 and/or Government from time to time. The Promoters undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the Competent Authorities etc., the Promoters shall enclose

the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

3.8 The Promoters shall confirm the final carpet area that have been allotted to the Allottee 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 3% (three percent). The total price sale consideration payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit of 3% (three percent), then Promoters shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoters shall demand additional amount from the Allottee towards Sale Consideration, which shall be payable by the Allottee prior to taking possession of the Premises as per the next milestone of the Payment Plan. It is clarified that the payments to be made by the Promoters/Allottee, as the case may be, under this Clause 3.9, shall be made at the same rate per square meter as agreed in Clause 3.1 above. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3.1 of this Agreement.

The Allottee authorize the Promoters to adjust/appropriate all payments made by her under any head(s) of dues against lawful outstanding, if any, in her name as the Promoters may in its sole discretion deem fit and the Allottee undertakes not

to object/demand/direct the Promoters to adjust her payments in any manner.

4. The Promoters hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
5. Time is essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the Real Estate Project and handing over the Apartment to the Allottee and the common areas to the association of the Allottee after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be.

Similarly, the Allottee shall make timely payments of all installments of the Sale Consideration as provided in clause 3.5 herein above ("Payment Plan"); and all other dues payable by her and meeting, complying with and fulfilling all her other obligations under this Agreement.

6. The Promoters hereby declares that the Floor Space Index available as on date in respect of the Project Land is **1700 square meters** only and the Promoters have utilized Floor Space Index of **----- square meters**. The Allottee has agreed to purchase the said Apartment based on the understanding that any additional FSI by availing of TDR or by payment of premiums or FSI available as incentive FSI or any increase in FSI which may be available in future on modification to Development Control Regulations, which are

applicable to the said Real Estate Project, shall belong to Promoters only.

7. HANDING OVER POSSESSION:

7.1. The Promoters shall give possession of the Apartment to the Allottee on or before **30th Dec 2023** Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of :

- a) war, civil commotion or act of God or any force majeure events;
- b) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- c) any stay / injunction order issued by any Court of Law, Competent Authority, Government Statutory Authority and/or;
- d) Any other circumstances that may be deemed reasonable by the Authority.

7.2. If the Promoters fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee on the possession date (save and except for the reasons as stated in Clause 7.1 above), the Promoters agrees to pay to the Allottee, who does not intend to withdraw from the project, interest at the rate that may be specified in the RERA Rules, on all the amounts paid by the Allottee, for every month of delay, till the date of offering to hand over the possession of the said Premises by the Promoters to the Allottee.

- 7.3. If the Allottee fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then the Allottee shall pay to the Promoters interest at the rate that may be specified in the RERA Rules, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the rate that may be specified in the RERA Rules.
- 7.4. Without prejudice to the right of the Promoters to charge interest at the Interest Rate mentioned at Clause 7.3 above, and any other rights and remedies available to the Promoters, either (a) on the Allottee committing default in payment on the due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his proportionate share of taxes levied by the concerned local authority and other outgoings) and/or(b) the Allottee committing 3 (three) defaults of payment of the installments of the Sale Consideration, the Promoters shall be entitled to, at its own option and discretion, terminate this Agreement. Provided that, the Promoters shall give a notice of 15 (fifteen) days in writing to the Allottee ("Default Notice"), by Registered Post A.D at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoters within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest thereon, then at the end of the Default Notice the Promoters shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("Promoters Termination Notice"), by

Registered Post A.D at the address provided by the Allottee and mail at the e-mail address provided by the Allottee. On the receipt of the Promoters Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Sub-Clause, the Promoters shall be entitled to (i) deal with and/or dispose of or alienate the said Premises and car parking space in the manner as the Promoters may deem fit without any reference or recourse to the Allottee; and (ii) the Promoters shall be entitled to adjust and recover from the Allottee (a) pre-determined and agreed liquidated damages equivalent to 5% of the total consideration towards liquidated damages along with any losses that may accrue to the Promoters, by reason of such termination including any diminution in sale price or market value of the said Premises prevailing at the time of termination, (b) brokerage fees (c) all other taxes and outgoings, if any due and payable in respect of the said Premises upto the date of Promoters Termination Notice, (d) the amount of interest payable by the Allottee in terms of this Agreement from the date of default in payment till the date of Promoters Termination Notice as aforesaid . Further, upon termination of this agreement, the Promoters shall not be liable to pay to the Allottee any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee any Government Charges such as Service Tax, VAT, GST, Stamp Duty, Registration Fees etc. Within a period of 30 (thirty) days of the Promoters Termination Notice, the Promoters shall after deduction of the aforesaid Amounts, refund the balance amount of the Sale Consideration to the Allottee simultaneously, with the Promoters and the Allottee executing and registering the Deed of Cancellation of this Agreement, the stamp duty, registration fee and other costs and expenses whereof shall

be borne and paid by the Allottee entirely. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoters and/or the said Premises and/or the car park/s and that the receipt of the said refund by cheque from the Promoters by the Allottee by registered post acknowledgement due at the address given by the Allottee in these presents whether the Allottee accept/s or encash/s the cheque or not, will amount to the said refund and the refund amount accepted by the Allottee is in full satisfaction of all her claim under this Agreement and/or in or to the said Premises.

8. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoters in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

9. PROCEDURE FOR TAKING POSSESSION:

- 9.1. Upon obtaining the Occupancy Certificate from the Competent Authority and the payment made by the Allottee of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoters shall offer the possession of the Apartment in writing (Possession Notice) to the Allottee. The Promoters agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee agrees to pay the maintenance charges as determined by the Promoters or association of Allottee, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee in writing within 7 (seven) days of receiving the occupancy certificate of the Project.

9.2. The Allottee shall take possession of the Apartment within 15 (fifteen) days of the written notice from the Promoters to the Allottee intimating that the said Apartment is ready for use and occupancy.

9.3. **FAILURE OF ALLOTTEE TO TAKE POSSESSION OF APARTMENT:**

Upon receiving a written intimation from the Promoters as per clause 9.1, the Allottee shall take possession of the Apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed by the Promoters in this Agreement, and the Promoters shall give possession of the Apartment to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the said Premises within the time provided in Clause 9.1 above, such Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the said Premises, as applicable.

9.4. Within 15 (fifteen) days of the receipt of the Possession Notice, the Allottee shall be liable to bear and pay her proportionate share, i.e., in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and the said Property including inter-alia, local taxes, infrastructure charges, betterment charges, other indirect taxes of every nature, or such other levies by the concerned Local Authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, watchmen/chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the said Property. Until the Society is formed and the Society Transfer is duly executed and registered, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoters at its sole discretion. The

Allottee further agrees that till the Allottee's share are so determined by the Promoters, at its sole discretion, the Allottee shall pay to the Promoters a provisional one time maintenance charge for 5 years towards the outgoings. If the maintenance charges exceeded in 5 years then allottee shall pay extra charges to the promotor . The amounts so paid by the Allottee to the Promoters shall not carry any interest and shall remain with the Promoters until the Society Transfer is duly executed and registered. On the execution of the Society Transfer, the aforesaid deposits, less any deductions as provided for in this Agreement, shall be paid by the Promoters to the Society.

10. If within a period 5 (Five) years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the said Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under RERA. It is clarified that the Promoters shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee and/or any other Allottee/s in the Real Estate Project.
11. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of Residence only. The Allottee shall use the parking space only for purpose of keeping or parking vehicle.
12. **FORMATION OF THE SOCIETY:**

- 12.1. The Allottee along with other Allottee(s) of Apartments in the Real Estate Project shall join in forming and registering a Society or Association or a Limited Company to be known by **“LIBERATA APARTMENTS MAINTENANCE SOCIETY LIMITED”** or such other name as the Promoters may decide.
- 12.2. For this purpose, the Allottee shall, from time to time, sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws or the Memorandum and/or Articles of Association of the proposed Society Association or Limited Company and duly fill in, sign and return to the Promoters within 7 (seven) days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to register the Society or Association or Limited Company. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 12.3. The Society shall admit all Allottee of the Apartment/(s) in the said Real Estate Project as members, in accordance with its bye-laws.
- 12.4. The Promoters shall be entitled, but not obliged to, join as a member of the Society in respect of the unsold Apartments in the Real Estate Project, if any.
- 12.5. Post the execution of the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee shall

extend the necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

12.6. The costs, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society or Association or Limited Company, including in respect of (a) any documents, instruments, papers and writings, and (b) any professional fees charged by the Advocates and Solicitors engaged by the Promoters for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the Society/Other Societies and their respective members/intended members including the Allottee, as the case may be, and the Promoters shall not be liable towards the same.

13. TRANSFER TO THE SOCIETY:

13.1. The Promoters shall, within 3 (three) months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the Society or Association or Limited Company all the right, title and the interest of the Vendor/Promoters in the Project Land as well as the said structure of the Building in which the said Apartment is situated.

13.2. The costs, expenses, charges, levies and taxes on the Society Transfer and the transaction contemplated thereby, including the stamp duty and registration charges, shall be borne and paid by the Society alone. Post the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project,

including any common areas facilities and amenities and the Promoters shall not be responsible for the same.

14. The Allottee shall before delivery of possession of the said premises keep deposited with the Promoters, the following amounts :
- a) Rs. 510/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - b) Rs. 1,260/- for formation and registration of the Society or Limited Company/Federation/ Apex body.
 - c) Rs.30,000/- For Deposit towards Water, Electric, and other utility and services connection charges.
 - d) Rs.50,000/- for 1 bhk and Rs.75,000/- for 2 bhk maintenance charges for 5 years.
 - e) Rs.50,000/- for 1 bhk and Rs.75,000/- for 2 bhk sinking fund

The above amounts are not refundable and no accounts or statements will be required to be given by the Promoters to the Allottee in respect of the above amounts deposited by the Allottee with the Promoters save and except for amount received under Clause 12 (d) above. The amounts as mentioned in this Clause shall be deposited by the Promoters in a separate bank account. The above amounts are exclusive of applicable taxes levied from time to time and shall be borne and paid by the Allottee as and when required.

15. The Allottee shall pay to the Promoters a sum of Rs.25,000/- (Rupees twenty five thousand only) for meeting all the legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters

in connection with this Agreement, the transaction contemplated hereby, the formation of the Society, for preparing the rules, regulations and bye-laws of the Society and the cost of preparing and engrossing the Society Transfer and other deeds, documents and writings. The amounts as mentioned in this Clause shall be deposited by the Promoters in a separate bank account.

16. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoters, the Allottee share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoters, the Allottee 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.

17. **REPRESENTATION AND WARRANTIES OF THE PROMOTER:**

The Promoters hereby represents and warrants to the Allottee as follows; subject to what is stated in this Agreement and all its Schedules and Annexes and subject to what is stated in the Title Certificate and subject to the RERA Certificate:

- i. The Promoters 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 Real Estate Project;

- ii. The Promoters have lawful rights and requisite approvals from the Competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- iii. There are no encumbrances upon the Project Land;
- iv. There are no litigations pending before any Court of law with respect to the Project Land or the Real Estate Project;
- v. All approvals, licenses and permits issued by the Competent Authorities with respect to the Real Estate Project, the Project Land and said buildings 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 Real Estate Project, the Project Land and said building/s shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project, the Project Land, Buildings and common areas;
- vi. The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoters have 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 Real Estate Project and the said

Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

- viii. The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the association of Allottee, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee;
 - x. The Promoters have 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 Real Estate Project to the Competent Authorities till the Society Transfer and thereupon the same shall be borne by the Society;
 - 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 Promoters in respect of the Project Land.
18. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoters as follows:
- i. To maintain the Apartment at the Allottee own cost (to be borne and paid by Allottee) in good and tenantable repair and condition from the date on which the possession of the

Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or are likely to damage the staircases, lifts, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment, on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost (to be borne and paid by Allottee) all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof

to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoters and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to enclose the passages, if any, forming part of the said Apartment without the previous written permission of the Promoters and/or the said Organization and of the concerned authorities;
- vii. Not to affix air conditioner/s at any other place other than those earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the said Building in any manner whatsoever;

- viii. Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the said Apartment/Building in any manner whatsoever.
- ix. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- x. Pay to the Promoters within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- xi. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- xii. The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license or part with the interest or benefit factor of this Agreement or part with the possession of the said Premises or any part thereof or dispose of or alienate otherwise howsoever, the said Premises or any part thereof and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, the Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with the applicable interest thereon (if any)
- xiii. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or

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

- xiv. Till a conveyance of the Project Land along with the structure of the building in which Apartment is situated is executed in favour of Society or Association or Limited Company, the Allottee shall permit the Promoter and her 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.
- xv. The Allottee shall not at any time do any work in the said Apartment, which would jeopardize the soundness or safety of the said Building or prejudicially affect the same;
- xvi. To use the passenger lifts in the said Building/s for the period and in accordance with the rules and regulations framed by the Promoter or the Organization, from time to time. The Allottee shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the said Building/s including the said Apartment;

- xvii. To pay all amounts agreed or liable to be paid by the Allottee pursuant to this Agreement and to observe and perform the terms, conditions, provisions, stipulations and covenants contained in this Agreement (and on the part of the Allottee to be paid observed and performed) as far as the same are required to be paid observed and performed by the Allottee and shall keep the Promoter indemnified against all actions suits and proceedings and all costs, charges, expenses, fines, penalties, levies and damages incurred or suffered by or caused to or levied or imposed on the Promoter by reason of non-payment non-observance and/or non-performance thereof;
- xviii. The Promoter shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the un-disposed apartment/s in the said Building but the Allottee will pay all such charges without any dispute;
- xix. The open spaces, common entrances, common passages, ducts, lobbies, staircases, lifts in the said Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Allottee shall not use or permit the use of common passages, ducts, open spaces, lobbies, and staircases in the said Building for storage or for use by servants at any time;
- xx. The Allottee shall not display at any place in the said Apartment/Building, any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common areas therein or in any other place or on the window, doors and corridors of the said Building;

- xxi. Neither the Allottee nor the Organisation, as and when it is formed shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to, the Promoter under this Agreement and the Allottee and the said Organisation, as and when it is formed, shall be bound and liable to render to the Promoter, all necessary assistance and co-operation, to enable it to exercise and avail of the same;
 - xxii. In the event of Allottee carrying out any unauthorized construction / modification or has caused any damage to the said Apartment or any portion of the said Building or any structure, facility or amenity on the said Project Land, then the Allottee shall rectify and make good all such defects, repairs and unauthorized changes within 7 (seven) days from the date of receipt of a written notice from the Promoter, the said Organisation and/or the concerned government, local or public bodies or authorities in that regard;
19. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment/s or of the said Project Land and Building or any part thereof. The Allottee shall has no claim save and except in respect of the Apartment hereby agreed to be sold to her 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.

21. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE;

After the Promoter executes this Agreement it shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take said Apartment.

22. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan as per clause 3.5 above, within 30 (thirty) days from the date of its receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar of Assurances for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith

including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

23. ENTIRE AGREEMENT:

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

24. RIGHT TO AMEND;

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

25. 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 of the Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

26. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as they are reasonably

inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or the Rules and Regulations made there under 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.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE:

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

28. 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.

29. 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, and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement, shall be registered at the office of the Sub-

Registrar. Hence this Agreement shall be deemed to have been executed at Mapusa, Goa.

30. The Allottee and/or the Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
31. All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee:

(Allottee Address): .

Notified Email ID:

Promoter name: **M/S. R SQUARE,**

Address: office at Hill Crown Apartments, Flat No. G, Ground Floor, Alfinho, Mapusa, Bardez – Goa

Notified Email ID: rsquare345@gmail.com

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

32. **JOINT ALLOTTEES:**

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

33. **STAMP DUTY AND REGISTRATION CHARGES:**

The charges towards Stamp Duty and Registration and incidental charges of this Agreement/Sale deed shall be borne by the Allottee alone.

34. **DISPUTE RESOLUTION:**

Any dispute or differences between parties in relation to this Agreement and/or the terms thereof shall be settled amicably. In case of failure to settle the dispute or differences amicably, such dispute or differences shall be referred to the **GOA REAL ESTATE REGULATORY AUTHORITY** as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

35. **GOVERNING LAW:**

This Agreement and the rights, entitlements 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 of Law in Mapusa, will have the exclusive jurisdiction with respect to all the matters pertaining to Agreement.

36. That the possession of the said Apartment is not handed over to the Allottee and that the possession of the said Apartment shall be handed over at the time of Execution of the Sale deed.

37. That for the purpose of stamp duty the said Flat is valued at **Rs.-----/- (Rupees -----Only)** and stamp duty of **Rs. -----/-**, which is rounded upto **Rs.-----/-** is affixed herewith.

FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the Said Property)

All that Immovable property known as **“VOLOUNEACHO SHENO”** also known as **“VOLVONEM”** or **“VOLMACHO XENDO”** or **“XENDO”** **totally** admeasuring 1,700 sq. mts., situated at Tivim, Bardez – Goa, within the limits of village Panchayat of Tivim, Taluka of Bardez, District of North Goa, State of Goa, which property is found to be described in the land registration office of Bardez under no. 14173 at folio 151 of Book B 36 (new), consisting of 2/8 parts of the property described under 14170 of the said book and enrolled in the Taluka Revenue office of Bardez under Matriz no. 1066 and 1068 of second division and presently surveyed under Survey no. **177** of Sub division No. **3** of Tivim Village and bounded as under:

On the East: partly by property bearing survey no. 177/15 and partly by survey no. 177/16

On the West: by road

On the North: by property bearing survey no. 177/1

On the South: by property bearing survey no. 177/5

SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the Common Areas and Facilities in the said Real Estate Project)

- i. The entire land for the Real Estate Project,
- ii. The stair cases, lifts, staircase and lift lobbies and common entrances and exits of buildings;
- iii. The common terraces, open parking areas;
- iv. The water tanks, well, septic tanks, sumps, motors and all apparatus connected with installations for common use;
- v. All other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;

THIRD SCHEDULE ABOVE REFERRED TO:

(Description of the Said Apartment)

All that Apartment bearing **No. -----of carpet area admeasuring ----- square meters** with exclusive balcony area admeasuring ----- **square meters and super built up area admeasuring-----, on ----- floor** in the Real Estate Project known as "-----" being constructed on the Project Land (more particularly described in the First Schedule). The said Apartment is shown hatched with red color in the Floor Plan thereof annexed hereto and marked Annexure 'D1'.

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

L.H.F. Prints

R.H.F. Prints

(1)_____ (1)_____

(2)_____ (2)_____

(3)_____ (3)_____

(4)_____ (4)_____

(5)_____ (5)_____

L.H.F. Prints

R.H.F. Prints

(1) _____ (1) _____

(2) _____ (2) _____

(3) _____ (3) _____

(4) _____ (4) _____

(5) _____ (5) _____

ALLOTTEE

L.H.S. Prints

R.H.F. Prints

(1) _____ (1) _____

(2) _____ (2) _____

(3) _____ (3) _____

(4) _____ (4) _____

(5) _____ (5) _____

WITNESSES:

(1) _____

(2) _____

...51/-

Annexure “E”

(Standard Specifications and Description)

| | |
|------------|---|
| Structure | : R.C.C. Framed Structure |
| Walls | : 23 cm laterite stone masonry and 11.5 cm brick masonry. |
| Plaster | : 1:3 cement mortar 12mm thick internal plaster finished with readymade lambi & 1:3 cement mortar external plaster (sponge finish) with grooves/bands as per design. |
| Flooring | : 2' x 2' vitrified tiles in bedroom, living room and kitchen. Marble /granite for staircase. Non skid ceramic tiles for bathroom floor, ceramic tiles for dado upto ceiling, rustic tiles for balconies and porches. |
| Windows | : Powder coated aluminum window frames with 4mm glass.(Mt. Transparent). |
| Doors | :Main door will be teak wood frame with teak wood shutter, living room, bedroom doors will be sal wood frame with flush door with veneer. |
| Paint | : External paint – Apex and internal paint OBD. |
| Plumbing | :CPVC/PVC, fixtures – Jaquar (CP) |
| Sanitation | : Piping – PVC, Sanitary ware – Cera, Hindware (White)/Jaquar. |

...31/-

| | |
|------------|---|
| Electrical | : Wires:Anchor / Finolex / Polycab |
| Switches | : legrand /Anchor (Roma) / SSK Ducting and points for Phone/cable TV/AC/Geyser etc. |

Kitchen : Granite platform with 2' ceramic tiles dado and stainless steel sink.

Amenities

- Lift with automatic back up.
- Video door phone
- CCTV surveillance
- Security 24 hours
- Maintenance for 5 years