

AGREEMENT FOR SALE

THIS AGREEMENT OF SALE is made and entered at Mapusa, within the Taluka and Registration Sub-District of Bardez, District of North Goa in the State of Goa, on this ___ day of April, Two Thousand and Twenty One; (___/04/2021).

B E T W E E N

1) **Mr. SYDNEY SALDANHA**, s/o Mr. Patrick Saldanha, 43 years of age, Married, Indian National, Businessman, holding PAN -, and his wife,

2) Mrs....., d/o, w/o Mr. Sydney Saldanha, years of age, Married, Indian National, Businesswomen, holding PAN -, Both residents of H. No. 381, Vaigun Vaddo, Nachinola, Bardez, Goa, hereinafter referred to as the **'OWNER/SELLER/BUILDER/PROMOTER'** (which expression shall unless repugnant to the context and meaning shall mean and include its/their heirs, successors, legal representatives, administrators, executors and assigns) of the **ONE PART**.

AND

2),
.....,
hereinafter referred to as the **'PURCHASER/ ALLOTEE'** (which expression shall unless repugnant to the context and meaning shall mean and include his/its/their/her heirs, successors, legal representatives, administrators, executors and assigns) of the **SECOND PART**.

WHEREAS there exists a property known as "DAT" also known as "KANTURLI", admeasuring 950 sq. mtrs., bearing Survey no. 149/12 of Tivim Village, situated at Tivim, Bardez, Goa, which property is not found described in the Land Registration Office of Bardez, but found enrolled in the Taluka Revenue Office under Matriz No. 2684 of the second division of Tivim, situated within the limits of the Village Panchayat of Tivim, Revenue Taluka and Sub-District of Bardez, but under the Registration Sub-District of Bicholim, North Goa District, Goa,, hereinafter referred to as the SAID PROPERTY, for the sake of brevity and more clearly described in Schedule -I, herein below written and delineated in red in the plan annexed hereto.

WHEREAS the OWNER/SELLER/BUILDER/PROMOTER, are the sole, absolute and exclusive owner and in exclusive and absolute possession of the SAID PROPERTY, described in Schedule I hereunder written, the OWNER/SELLER/BUILDER/PROMOTER No.1, having purchased it from its erstwhile owners, Mr. Cajetan Eleator Menezes, Mrs. Maxiana Luisa Menezes, Mrs. Maria Alciana Menezes alias Maria Menezes, Mr. Jason Menezes, Mrs. Michellene Beckett alias Michellene Ann Natalias Beckett

alias Menezes, Mr. Jonathan Cassiano Menezes, Mrs. Candice Menezes alias Stacey Menezes, vide a Deed of Sale dated 25-10-2019, duly registered with the Sub-Registrar of Bardez, under registration no. BRZ-1-3424-2019, of Book I document, on 25-10-2019 and the OWNER/SELLER/BUILDER/PROMOTER No. 2, being the legally married wife and moiety holder of the OWNER/SELLER/BUILDER/PROMOTER No.1.

AND WHEREAS the OWNER/SELLER/BUILDER/PROMOTER is presently in absolute and exclusive possession of the SAID PROPERTY.

AND WHEREAS the Survey records i.e. the FORM I & XIV of the SAID PROPERTY is presently standing in the name of the OWNER/SELLER/BUILDER/PROMOTER.

AND WHEREAS there are no encumbrances of whatsoever nature against the SAID PROPERTY and the Office of the Sub-Registrar of Bardez, has issued a Nil encumbrance Certificate, dated, to that effect.

AND WHEREAS there are no mundkars, Tennats or any other right holders in or to the SAID PROPERTY.

AND WHEREAS the OWNER/SELLER/BUILDER/PROMOTER is entitled and authorized to construct buildings on the SAID PROPERTY, in accordance with the recitals stated herein above.

AND WHEREAS the **OWNER/SELLER/BUILDER/PROMOTER**, is constructing upon the SAID PROPERTY, a residential/commercial building comprising of 19 APARTMENTS/SHOPS (15 APARTMENTS AND 4 SHOPS).

The PURCHASER/S/ALLOTEE/S has/have approached the **OWNER/SELLER/BUILDER/PROMOTER** after having seen and verified **all** documents pertaining to the title of the SAID PROPERTY all plans, layout, specifications and as well as the overall 'Scheme of Development' of the "SAID PROPERTY" for Allotment/purchase of a Residential/commercial APARTMENT/SHOP, being constructed on the "SAID PROPERTY", in **the Complex/Building named "BLUE BELL ENCLAVE"** (hereinafter referred to as the **SAID BUILDING or COMPLEX**

), situated on Floor and which APARTMENT/SHOP is duly identified herein as APARTMENT/SHOP No., having a Carpet area of sq. mtrs, and a corresponding built-up area of sq. mts., along with square metres of exclusive balcony/verandah/ passage area appurtenant to the carpet area for the exclusive use of the **PURCHASER/S/ALLOTTEE/S**, hereinafter referred to as the SAID APARTMENT/SHOP more particularly described in **SCHEDULE NO.II** hereinafter written.

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

The super built up area of the SAID APARTMENT/SHOP is sq. mts.

The **OWNER/SELLER/BUILDER/PROMOTER** has appointed an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

The OWNER/SELLER/BUILDER/PROMOTER has registered the SAID COMPLEX "**BLUE BELL ENCLAVE**", under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules framed thereunder, with the Real estate Regulatory Authority, under no.

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

The **OWNER/SELLER/BUILDER/PROMOTER** by virtue of the aforesaid Deed of Sale dated 25-10-2019, is the sole and exclusive owner of the SAID PROPERTY, and has sole and exclusive right to sell all the APARTMENTS/SHOPS in the said COMPLEX/ said building "**BLUE BELL ENCLAVE**", which is to be constructed by the **OWNER/SELLER/BUILDER/PROMOTER** on the SAID PROPERTY and to enter into Agreements with the Allotees/Purchasers of the APARTMENT/SHOPS and to receive the sale consideration in respect thereof.

The Scheme as averred herein above is the “Scheme of development” of the “SAID PROPERTY” as envisaged herein.

The **OWNER/SELLER/BUILDER/PROMOTER** as per their Scheme of Development is taking up the construction of a residential/commercial Building/complex, “**BLUE BELL ENCLAVE**” comprising of 15 Apartments and 4 Shops, and for that purpose has the following permissions, namely, Conversion Sanad issued by the Additional Collector -III North-Goa, Mapusa, Goa, dated 08-08-2019, bearing No. 4/394/CNV/AC-III/2018/1075.

Technical Clearance Order dated 17-10-2019, bearing No. TPB/4650/TIV/TCP-19/4718, issued by the Office of the Senior Town Planner, Town & Country Planning Department, Mapusa, Goa.

Construction License bearing No. F-39/19-20/3062, dated 06-02-2020, issued by the Village Panchayat of Tivim.

And whereas on demand from the PURCHASER/S /ALLOTEE/S, the **OWNER/SELLER/BUILDER/PROMOTER** has given inspection and copies to the PURCHASER/S ALLOTEE/S of all the documents of title relating to the SAID PROPERTY and the plans, designs and specifications prepared by the **OWNER/SELLER/BUILDER/PROMOTER’S**, Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the SAID ACT”) and the Rules and Regulations made there under, and the PURCHASER/S/ ALLOTEE/S has acknowledged the receipt of the same.

The authenticated copies of Certificate of Title issued by the Advocate/legal Practitioner of the **OWNER/SELLER/ BUILDER/PROMOTER**, showing the nature of the title of the **OWNER/SELLER/BUILDER/PROMOTER**, to the SAID PROPERTY on which the APARTMENTS/SHOPS are to be constructed, have been handed over to the PURCHASER/S/ALLOTEE/S and the PURCHASER/S/ ALLOTEE/S has acknowledged the receipt of the same.

The authenticated copies of the plans of the Layout as proposed by the **OWNER/SELLER/BUILDER/PROMOTER** and as approved by the Village Panchayat of Tivim and according to which the construction of the

buildings and open spaces are proposed to be provided for on the SAID PROPERTY, have been handed over to the PURCHASER/S/ALLOTEE/S and the PURCHASER/S/ ALLOTEE/S has acknowledged the receipt of the same.

And whereas the authenticated copies of the plans and specifications of the SAID APARTMENT/SHOP agreed to be purchased by the PURCHASER/S/ALLOTEE/S, as sanctioned and approved by the Village Panchayat of Tivim forms a part of this Agreement.

While sanctioning the said plans concerned competent authorities and/or Government has laid down certain terms conditions, stipulations and restrictions which are to be observed and performed by the **OWNER/SELLER/BUILDER/PROMOTER** while developing the SAID PROPERTY and the buildings constructed thereon and upon due observance and performance of which only the completion or occupancy Certificate in respect of the said building/s shall be granted by the concerned competent authority.

The **OWNER/SELLER/BUILDER/PROMOTER** is accordingly commencing construction of the said buildings which are being constructed on the SAID PROPERTY, in accordance with the said proposed plans.

The **OWNER/SELLER/BUILDER/PROMOTER** and the PURCHASER/S /ALLOTEE/S relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

In Accordance with the terms and conditions set out in this Agreement, the BUILDER/SELLER/PROMOTER hereby agrees to **allot/sell** the SAID APARTMENT/SHOP to the PURCHASER/S/ALLOTEE/S for a sum of **Rs./- (Rupees Only)** (along with a copy of the Occupancy Certificate in respect of the SAID APARTMENT/SHOP and the PURCHASER/S/ALLOTEE/S hereby agrees to purchase the SAID APARTMENT/SHOP on the condition that the PURCHASER/S/ALLOTEE/S will bind himself/themselves under the

terms and conditions of this Agreement for the purchase of the SAID APARTMENT/SHOP, more particularly described in **SCHEDULE II**.

The PURCHASER/S/ALLOTEE/S has/have agreed to pay the above said sum of **Rs./- (Rupees Only)** for the **purchase** of the SAID APARTMENT/SHOP to the **OWNER/SELLER/BUILDER/ PROMOTER** as per the Mode of payment prescribed in SCHEDULE No. III hereinafter written.

THAT The PURCHASER/S /ALLOTEE/S herein clearly understand/s and agree/s that construction of the residential/commercial building as stated hereinabove shall constitute the over all development of the “SAID PROPERTY” as a single entity viz. **“BLUE BELL ENCLAVE”**.

And whereas, under section 13 of the SAID ACT the **OWNER/SELLER/BUILDER/PROMOTER** is required to execute a written Agreement for sale of SAID APARTMENT/SHOP with the PURCHASER/S/ALLOTEE/S, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

NOW THEREFORE THIS AGREEMENT FOR SALE WITNESSES AS UNDER:

I. PREMISES:

- (a) The **OWNER/SELLER/BUILDER/PROMOTER** shall construct the SAID BUILDING, **“BLUE BELL ENCLAVE”** consisting of ground and floors on the “SAID PROPERTY” in accordance with the plans, designs and specifications as approved by the concerned competent authorities from time to time provided that the **OWNER/SELLER/ BUILDER/PROMOTER** shall have to obtain prior consent in writing of the PURCHASER/S/ALLOTEE/S in respect of variations or modifications,

which may adversely affect the SAID APARTMENT/SHOP of the PURCHASER/S/ALLOTEE/S, except any alteration or addition required by any Government authorities or due to change in law.

- (b) The PURCHASER/S/ALLOTEE/S having approached the **OWNER/SELLER/BUILDER/PROMOTER** hereby agrees to purchase and acquire the SAID APARTMENT/SHOP, as per the Scheme of development and the **OWNER/SELLER/BUILDER/PROMOTER** hereby agrees to sell/allot and transfer to the PURCHASER/S/ALLOTEE/S the SAID APARTMENT/SHOP as per the Scheme of development having a carpet area approximately sq. mtrs. along with square metres of exclusive carpet area of balcony/verandah/ passage for the exclusive use of the PURCHASER/S/ALLOTEE/S, for a sum consideration of **Rs...../- (Rupees Only)** which includes the proportionate incidence of common areas and facilities appurtenant to the SAID APARTMENT/SHOP, the nature, extent and specifications of which are more particularly described in Schedule-IV annexed herewith exclusive of applicable taxes, duties, levies, fees, GST levies etc., due and payable (till the time of handing over of the possession of the SAID APARTMENT/SHOP) in accordance with the mode of payment as stipulated in SCHEDULE-III appended to this Agreement.

The Total Aggregate consideration amount for the SAID APARTMENT/SHOP is thus **Rs...../- (Rupees Only).**

- (c) The Total Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The **OWNER/SELLER/ BUILDER/PROMOTER** undertakes and agrees that while raising a demand on the PURCHASER/S/ALLOTEE/S for increase in development charges, cost, or levies imposed by the competent authorities etc., the **OWNER/SELLER/ BUILDER/PROMOTER** shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the PURCHASER/S/ALLOTEE/S, which shall only be applicable on subsequent payments.

- (d) The BUILDER/SELLER/PROMOTER warrants that:
- i) They have rights and possession of the SAID PROPERTY and the individual APARTMENTS/SHOPS constructed thereon at **“BLUE BELL ENCLAVE”**.
 - ii) The “SAID APARTMENT/SHOP” shall conform to the Standard Specifications detailed in SCHEDULE-IV of this Agreement.
- e) The **OWNER/SELLER/BUILDER/PROMOTER** shall confirm the final carpet area that has been allotted to the PURCHASER/S/ALLOTEE/S after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the **OWNER/SELLER/BUILDER/PROMOTER**. If there is any reduction in the carpet area within the defined limit then **OWNER/SELLER/BUILDER/PROMOTER** shall refund the excess money paid by PURCHASER/S/ALLOTEE/S within forty-five days with annual interest at the rate specified in the **rules**, from the date when such an excess amount was paid by the PURCHASER/S/ALLOTEE/S. If there is any increase in the carpet area allotted to PURCHASER/S/ALLOTEE/S, the **OWNER/SELLER/BUILDER/PROMOTER** shall demand additional amount from the PURCHASER/S/ALLOTEE/S as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(b) of this Agreement.
- f) The PURCHASER/S/ALLOTEE/S authorizes the **OWNER/SELLER/BUILDER/PROMOTER** to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the **OWNER/SELLER/ BUILDER/PROMOTER** may in his sole discretion deem fit and the PURCHASER/S/ALLOTEE/S undertakes not to object/demand/direct the **OWNER/SELLER/BUILDER/PROMOTER** to adjust his/her payments in any manner.
- g) **The OWNER/SELLER/BUILDER/PROMOTER** may allow, in its sole discretion, a rebate for early payments of equal installments payable by

the PURCHASER/S/ALLOTEE/S on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to an PURCHASER/S/ALLOTEE/S by the **OWNER/SELLER/BUILDER/PROMOTER**.

II. CONSIDERATION:

- (a) In consideration of the purchase of the SAID APARTMENT/SHOP, the PURCHASER/S/ALLOTEE/S agree/s to pay a sum of **Rs./- (Rupees Only)** exclusive of applicable taxes such as GST, duties, levies, fees, deposits etc., specified in clause III, hereinafter written and as per the mode of payment specified in SCHEDULE No. III to be in line with the progress of construction provided therein.
- (b) A sum of **Rs./- (Rupees Only)** equivalent to 10% of the consideration will be kept as an Earnest Money Deposit (EMD) Component.
- (c) Time is essence for the **OWNER/SELLER/ BUILDER/ PROMOTER** as well as the PURCHASER/S/ ALLOTEE/S. The **OWNER/SELLER/ BUILDER/ PROMOTER** shall abide by the time schedule for completing the COMPLEX and handing over the SAID APARTMENT/SHOP to the PURCHASER/S/ ALLOTEE/S and the common areas to the association of the PURCHASER/S/ ALLOTEE/S after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the Purchasers/ Allotees having paid all the consideration and other sums due and payable to the **OWNER/SELLER/ BUILDER/PROMOTER** as per the Agreement. Similarly, the PURCHASER/S/ALLOTEE/S shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the **OWNER/SELLER/ BUILDER/PROMOTER** as provided in the Payment Schedule.
- (d) **The OWNER/SELLER/BUILDER/PROMOTER** declares that the Floor Area Ratio (F.A.R) available as on date in respect of the SAID PROPERTY is sq.mtrs and the **OWNER/SELLER/BUILDER/PROMOTER** has currently planned to utilize and has disclosed F.A.R of sq

mts as proposed to be utilized by him and PURCHASER/S ALLOTEE/S have agreed to purchase the SAID APARTMENT/SHOP based on the proposed construction and sale of APARTMENT/SHOPs to be carried out by the **OWNER/SELLER/ BUILDER/ PROMOTER** by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to **OWNER/SELLER/ BUILDER/PROMOTER** only.

- (e) The PURCHASER/S/ALLOTEE/S agrees to pay to the **OWNER/SELLER/ BUILDER/PROMOTER** interest as specified, on all the delayed payment which become due and payable by the PURCHASER/S/ALLOTEE/S to the **OWNER/SELLER/BUILDER/PROMOTER** under the terms of this Agreement from the date the said amount is payable by the PURCHASER/S/ALLOTEE/S to the **OWNER/SELLER/ BUILDER/PROMOTER**, at the rate fixed by RERA. Without prejudice to the right of **OWNER/ SELLER/BUILDER/PROMOTER** to charge interest on the delayed payment on the PURCHASER/S/ALLOTEE/S committing default in payment on due date of any amount due and payable by the PURCHASER/S/ALLOTEE/S to the **OWNER/SELLER/BUILDER/ PROMOTER** under this Agreement (including his/her proportionate share of taxes and other outgoings) and on the PURCHASER/S/ALLOTEE/S committing three defaults in payment of any of the installments in SCHEDULE No. III, on their respective due dates, time being the essence of this Agreement, and/or default in observing and performing any of the terms and conditions of this Agreement, the **OWNER/SELLER/BUILDER/ PROMOTER** shall without prejudice to the other rights reserved, be at liberty to terminate this Agreement. Provided the **OWNER/SELLER/ BUILDER/PROMOTER** shall give a prior written notice of fifteen days by Registered Post AD at the address provided by the PURCHASER/S/ ALLOTEE/S or mail at the e-mail address provided by the PURCHASER/S/ALLOTEE/S of his/her/their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the PURCHASER/S/ALLOTEE/S fails to rectify the breach or breaches mentioned by the PURCHASER/S/ALLOTEE/S within the period of notice then at the end of such notice period, **OWNER/SELLER/BUILDER/ PROMOTER** shall be entitled to terminate this Agreement.

The **OWNER/SELLER/BUILDER/PROMOTER** shall, however, on such termination, refund to the PURCHASER/S/ALLOTEE/S (subject to

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

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

III. DELIVERY, USE AND MAINTENANCE OF THE SAID APARTMENT/SHOP:

- (a) The **OWNER/SELLER/BUILDER/PROMOTER** hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the SAID

APARTMENT/SHOP to the PURCHASER/S/ALLOTEE/S, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the SAID APARTMENT/SHOP. The **OWNER/SELLER/BUILDER/PROMOTER** shall give possession of the SAID APARTMENT/SHOP for use and occupation to the PURCHASER/S/ALLOTEE/S on or before , PROVIDED, that,

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

ALLOTEE/ intimating that the SAID APARTMENT/SHOP is ready for use and occupancy and the **OWNER/SELLER/BUILDER/PROMOTER** shall give possession of the SAID APARTMENT/SHOP to the PURCHASER/S/ALLOTEE/S.

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

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

The responsibility / liability for maintenance of the SAID APARTMENT/SHOP in "**BLUE BELL ENCLAVE**" shall be of the respective purchasers and also the maintenance cost proportionate to the extent of the **carpet area** of the APARTMENT/SHOPs towards the common facilities provided in "**BLUE BELL ENCLAVE**" shall solely be that of the respective Purchaser/s.

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

entitled to an extension of time corresponding to the extent of the length of such event for delivery of possession of the SAID APARTMENT/SHOP.

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

shall not carry out any acts or activities which are obnoxious, anti-social, illegal or prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the other APARTMENT/SHOP Purchaser/s in the said Complex **"BLUE BELL ENCLAVE"**. In case the ALLOTEE/S desires to let out the SAID APARTMENT/SHOP on rent/lease, than in such event the PURCHASER/S/ALLOTEE/S shall fulfill all requirements as per law in force as applicable for leasing out premises including obtaining permission from the Police Department and other authorities. The PURCHASER/S/ALLOTEE/S shall indemnify the **OWNER/SELLER/BUILDER/PROMOTER** of any consequences arising out of such event. The number of people accommodated shall not exceed the norms specified by the authorities. The said tenant shall behave in such manner which is not obnoxious, anti-social, illegal or prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the other APARTMENT/SHOP Purchaser/s in the said Complex **"BLUE BELL ENCLAVE"**.

- (j) The PURCHASER/S/ALLOTEE/S shall not transfer, assign or part with their interest or benefit factor of this Agreement or receive possession of the SAID APARTMENT/SHOP or parking area/slot until all the dues payable by them to the **OWNER/SELLER/BUILDER/PROMOTER** under this Agreement are fully paid up and that too only if the PURCHASER/S/ALLOTEE/S have not been guilty of breach or non-observance of any of the terms and/ or conditions of this Agreement and until they obtain/s the previous consent in writing of the **OWNER/SELLER/BUILDER/PROMOTER**.

IV. DEFECTS/ DEFICIENCY – EXTENT OF COVERAGE:

- (a) If within a period of five years from the date of handing over the SAID APARTMENT/SHOP to the PURCHASER/S/ALLOTEE/S, the PURCHASER/S/ALLOTEE/S brings to the notice of the **OWNER/SELLER/ BUILDER/PROMOTER** any structural defect in the SAID APARTMENT/SHOP or the SAID BUILDING in which the SAID APARTMENT/SHOP is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the **OWNER/SELLER/BUILDER/PROMOTER** at its own cost and in case it is not possible to rectify such defects, then the

PURCHASER/S/ALLOTEE/S shall be entitled to receive from the **OWNER/ SELLER/ BUILDER/ PROMOTER**, compensation for such defect in the manner as provided under the Act. In case the PURCHASER/S/ALLOTEE/S carry out any work within the SAID APARTMENT/SHOP after taking possession resulting in cracks and dampness or any other defect within or to the adjoining APARTMENT/SHOP/s then in such an event the **OWNER/SELLER/BUILDER/PROMOTER** shall not be liable to rectify or pay compensation but the **OWNER/SELLER/BUILDER/PROMOTER** may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits etc cannot be considered as defective work. In case the PURCHASER/S/ALLOTEE/S carry out any work within the SAID APARTMENT/SHOP after taking possession resulting in cracks and dampness or any other defect within or to the adjoining APARTMENT/SHOP/s then in such an event the PURCHASER/S/ALLOTEE/S shall make good the said damage at their own cost and shall keep the **OWNER/SELLER/BUILDER/PROMOTER** indemnified against all claims and demands arising therefrom.

- (b) The **OWNER/SELLER/BUILDER/PROMOTER** shall not be responsible for absorption of certain colour pigments resulting in stains by vitrified tiles and consequently the PURCHASER/S/ALLOTEE/S are advised to avoid spillage of colour pigment, turmeric, Vermillion Powder etc on tiles.
- (c) It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the SAID APARTMENT/SHOP shall equally be applicable to and enforceable against any subsequent Allottee/s. In case of a transfer, as the said obligation go along with SAID APARTMENT/SHOP for all intents and purposes.
- (d) The PURCHASER/S/ALLOTEE/S himself/themselves with intention to bring all persons into whosoever hands the APARTMENT/SHOP may come, hereby covenants with the **OWNER/SELLER/BUILDER/PROMOTER** as follows :

- i) The PURCHASER/S/ALLOTEE/S shall from the date of possession maintain the SAID APARTMENT/SHOP, the walls, partitions walls, sewers, drains, pipes and appurtenances thereto, at their cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the SAID APARTMENT/SHOP or to the SAID BUILDING in which the SAID APARTMENT/SHOP is situated and/or common passages, or the compound which may be against the conditions or rules or bye-laws of the Village Panchayat or any other Authority or change/alter or make addition in or to the building in which the SAID APARTMENT/SHOP is situated and the SAID APARTMENT/SHOP itself or any part thereof without the consent of the local authorities, if required and shall attend to and answer and will be responsible for all actions and violation of any such conditions or rules or bye-laws.
- ii) Not to store in the SAID APARTMENT/SHOP any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the SAID BUILDING in which the SAID APARTMENT/SHOP is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the SAID BUILDING in which the SAID APARTMENT/SHOP is situated, including entrances of the SAID BUILDING in which the SAID APARTMENT/SHOP is situated and in case any damage is caused to the SAID BUILDING in which the SAID APARTMENT/SHOP is situated or the SAID APARTMENT/SHOP on account of negligence or default of the PURCHASER/S/ALLOTEE/S in this behalf, the PURCHASER/S/ALLOTEE/S shall be liable for the consequences of the breach.
- (iii) To carry out at his/her own cost all internal repairs to the SAID APARTMENT/SHOP and maintain the SAID APARTMENT/SHOP in the same condition, state and order in which it was delivered by the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S and shall not do or suffer to be done anything in or to the SAID BUILDING in which the SAID APARTMENT/SHOP is situated or the SAID APARTMENT/SHOP which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the PURCHASER/S/ALLOTEE/S

committing any act in contravention of the above provision, the PURCHASER/S/ALLOTEE/S shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv) Not to demolish or cause to be demolished the SAID APARTMENT/SHOP or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the SAID APARTMENT/SHOP or any part thereof, nor any alteration in the elevation and outside colour scheme of the SAID BUILDING in which the SAID APARTMENT/SHOP is situated and shall keep the portion, sewers, drains and pipes in the SAID APARTMENT/SHOP and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the SAID BUILDING in which the SAID APARTMENT/SHOP 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 SAID APARTMENT/SHOP without the prior written permission of the **OWNER/SELLER/BUILDER/ PROMOTER** and/or the Society or the Association.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the COMPLEX land and the SAID BUILDING in which the SAID APARTMENT/SHOP is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the SAID APARTMENT/SHOP in the compound or any portion of the COMPLEX land and the building in which the SAID APARTMENT/SHOP is situated.
- vii) The PURCHASER/S/ALLOTEE/S shall permit the **OWNER/SELLER/BUILDER/PROMOTER** and their surveyors and agents, with or without workmen and other persons at all reasonable times to enter into and upon the SAID APARTMENT/SHOP or any part thereof at all reasonable times to view and examine the state and conditions thereof and the PURCHASER/S/ALLOTEE/S shall consent, within two days of the **OWNER/SELLER/BUILDER/PROMOTER** giving a notice in writing to the PURCHASER/S/ALLOTEE/S, to that effect, to attend to all defects, decay and requirements of repair, and also for the purpose

of repairing any part of the building and for the purpose of making repairs, maintaining, re-building, cleaning, lighting and keeping in order and conditions all the services, drains, pipes, cables, water courses, gutters, wires, partition walls or structure or other conveniences belonging to or serving or used for the SAID BUILDING, and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric and communication wires and cable and for similar other purposes and for all other purposes contemplated by and under this Agreement.

- viii) The PURCHASER/S/ALLOTEE/S shall observe and perform all the Rules and Regulations which the Society or the Limited Company or Apex Body or Federation or Association 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 APARTMENT/SHOPS therein and for the observance and performance of the Building Rules , Regulations and Bye-laws for the time being of the concerned local authority and of Government and other Public Bodies. The PURCHASER/S/ALLOTEE/S shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the Occupancy and use of the APARTMENT/SHOP in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

V. TAXES AND OUTGOINGS:

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

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

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

VI. VARIATION IN PLANS:

- (a) The **OWNER/SELLER/BUILDER/PROMOTER** shall have to obtain prior consent in writing of the PURCHASER/S/ALLOTEE/S only in respect of variations or modifications which may adversely affect the SAID APARTMENT/SHOP of the PURCHASER/S/ALLOTEE/S, except any alteration or addition required by any Government authorities or due to change in law.
- (b) Under no circumstances the PURCHASER/S/ALLOTEE/S shall be permitted to make any structural changes or any other change in the SAID APARTMENT/SHOP nor any such request shall be entertained from the PURCHASER/S/ALLOTEE. In the event the PURCHASER/S/ALLOTEE/S desire/s to make any changes or additions within the SAID APARTMENT/SHOP to the Standard Specifications detailed in SCHEDULE No.IV hereafter written, subject to the overall approval of the authorities concerned, than in such an event the **OWNER/SELLER/BUILDER/PROMOTER** shall not be responsible for the functional effectiveness and efficacy of the extra item of work, which the **OWNER/SELLER/BUILDER/PROMOTER** shall be at liberty to accept at a additional cost, which may be decided by the **OWNER/SELLER/BUILDER/PROMOTER** .
- (c) The **OWNER/SELLER/BUILDER/PROMOTER** shall be entitled to seek revision of plans, of the building, without the requirement of consent from the PURCHASER/S/ ALLOTEE/S, if such revision is legally

permissible and provided the said revision does not effect the said APARTMENT/SHOP in any manner.

VII. FORMATION OF ENTITY:

- a) **The OWNER/SELLER/BUILDER/PROMOTER** shall form an ASSOCIATION/ ENTITY within 3 months from the date on which at least 51 per cent of the total number of allottees in the complex “**BLUE BELL ENCLAVE**” have taken possession of their APARTMENT/SHOP. Upon realization by the **OWNER/SELLER/BUILDER/PROMOTER** of the full payment of the amounts due and payable to him by all the Purchasers of all the APARTMENT/SHOPS in the SAID PROPERTY, the **OWNER/SELLER/BUILDER/PROMOTER** shall facilitate the PURCHASER/S/ALLOTEE/S along with other allottee(s) in his capacity as CHIEF PROMOTER (being Owner / Promoter of the SAID PROPERTY in forming and registering an Apex Body in the form of SOCIETY/ENTITY/ GENERAL SOCIETY/ MAINTAINANCE SOCIETY/ASSOCIATION/LIMITED COMPANY and the PURCHASER/S/ALLOTEE/S along with the other Allottee/s of APARTMENT/SHOPS shall join in forming and registering the SOCIETY/ENTITY/ GENERAL SOCIETY/ MAINTAINANCE SOCIETY/ASSOCIATION/ LIMITED COMPANY to be known by such name as the **OWNER/SELLER/ BUILDER/PROMOTER** may decide for owning and/or maintaining the SAID PROPERTY /Developed Area and in getting conveyed the “SAID PROPERTY” in the name of the SOCIETY/ENTITY/ GENERAL SOCIETY/ ASSOCIATION/LIMITED COMPANY within 3 months of obtaining Occupancy Certificate for the final phase of the development or alternatively in the event the SOCIETY/ENTITY/ GENERAL SOCIETY/ MAINTAINANCE SOCIETY/ASSOCIATION /LIMITED COMPANY is not formed, agree to get conveyed the undivided impartible and proportionate share in the SAID PROPERTY corresponding to the extent of the holdings of the respective APARTMENT/SHOP proportionate to the carpet up area in the names of all the Purchasers and further assist in the formation of GENERAL SOCIETY/ MAINTAINANCE SOCIETY for the purpose of maintenance/ upkeep of the Buildings and Complex in the SAID PROPERTY and for this purpose the PURCHASER/S/ALLOTEE/S shall from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the SOCIETY/ENTITY/ GENERAL

SOCIETY/ MAINTAINANCE SOCIETY/ASSOCIATION/LIMITED COMPANY and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the **OWNER/SELLER/BUILDER/PROMOTER** within seven days of the same being forwarded by the **OWNER/SELLER/BUILDER/PROMOTER** to the PURCHASER/ S/ALLOTEE/S, so as to enable the **OWNER/SELLER/BUILDER/PROMOTER** to register the common organization of the Allottees. No objection shall be taken by the PURCHASER/S/ALLOTEE/S, if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

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

- e) In the event a SOCIETY/ENTITY/ GENERAL SOCIETY/ MAINTAINANCE SOCIETY/ ASSOCIATION/LIMITED COMPANY is formed and/or registered well before the completion of the Building in **“BLUE BELL ENCLAVE”**, i.e., well before the completion of the Scheme of Development, the SOCIETY /ENTITY/ GENERAL SOCIETY MAINTAINANCE SOCIETY and the ALLOTEE/S together with other APARTMENT/SHOP purchasers shall be subject to the overall authority and control of the **OWNER/SELLER/ BUILDER/PROMOTER** in respect of any matter concerning the SAID PROPERTY or the SAID APARTMENT/SHOP or the said COMPLEX **“BLUE BELL ENCLAVE”** or this Agreement.
- f) The **OWNER/SELLER/BUILDER/PROMOTER** shall be in absolute control of unsold APARTMENT/SHOPs in **“BLUE BELL ENCLAVE”** COMPLEX, which the **OWNER/SELLER/BUILDER/PROMOTER** shall be entitled to whomsoever he chooses and under any terms and conditions and the PURCHASER/S/ALLOTEE/S shall not have any right or interest to the same and the PURCHASER/S/ALLOTEE/S shall not be entitled to raise any objections with respect to the same.
- g) All papers pertaining to the admission to the SOCIETY/ ENTITY/ GENERAL SOCIETY/MAINTAINANCE SOCIETY and the rules and regulations thereof as also all the necessary Deed / Deeds of Conveyance including the subsequent sale if any, till such time the admission is taken to the SOCIETY/ENTITY/ GENERAL SOCIETY/MAINTAINANCE SOCIETY/ ASSOCIATION/ LIMITED COMPANY shall be prepared by the Advocate of the **OWNER/SELLER/BUILDER/PROMOTER**.
- h) The PURCHASER/S/ALLOTEE/S shall pay to the **OWNER/SELLER/BUILDER/PROMOTER** their proportionate share for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at Law/Advocates of the **OWNER/SELLER/ BUILDER /PROMOTER** in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws.

VIII. UPKEEP OF COMMON AMENITIES AND EXPENDITURE RELATING THERETO

- (a) It is clearly agreed and understood that the responsibility / liability with respect to the common amenities of “**BLUE BELL ENCLAVE**” is exclusively that of the Purchaser/s (including the PURCHASER/S/ ALLOTEE/S herein) of various premises in “**BLUE BELL ENCLAVE**” and or the SOCIETY/ENTITY/ GENERAL SOCIETY/ MAINTAINANCE SOCIETY/ ASSOCIATION /LIMITED COMPANY.
- (b) The PURCHASER/S/ALLOTEE/S of APARTMENT/SHOP shall deposit with the BUILDER/SELLER/PROMOTER as under;
- i) **Rs...../-** as initial deposit towards defraying the expenses as referred to in Clause VIII (c) herein below
 - ii) **Rs...../-** as membership of the SOCIETY/ENTITY/ GENERAL SOCIETY/ MAINTAINANCE SOCIETY/ ASSOCIATION/LIMITED COMPANY
- (c) The PURCHASER/S/ALLOTEE/S agree/s and bind/s himself/ themselves to contribute to the **OWNER/SELLER/BUILDER/ PROMOTER** such amount as may be decided by the **OWNER/ SELLER/BUILDER/ PROMOTER** till the formation of the SOCIETY/ENTITY/ GENERAL SOCIETY/ MAINTAINANCE SOCIETY/ ASSOCIATION /LIMITED COMPANY and furthermore to the SOCIETY/ENTITY/ GENERAL SOCIETY/ ASSOCIATION /LIMITED COMPANY such amount as may be decided by the SOCIETY/ENTITY/ GENERAL SOCIETY/ MAINTAINANCE SOCIETY/ ASSOCIATION/LIMITED COMPANY after its formation as the case may be for the upkeep / governance and proper maintenance of the “SAID PROPERTY” and the buildings including the maintenance of common lights, water charges, maintenance of open spaces garden, lift and caretaker’s salary etc irrespective of the use of these value additions by the owners of the APARTMENT/SHOPs. The obligation to pay shall start within 30 days after notice in writing is given by the **OWNER/SELLER/BUILDER/PROMOTER** to the PURCHASER/S/ ALLOTEE/S that the SAID APARTMENT/SHOP is ready for use and occupancy. The **OWNER/SELLER/ BUILDER/PROMOTER** or the SOCIETY/ENTITY/ GENERAL SOCIETY/ MAINTAINANCE SOCIETY/ ASSOCIATION /LIMITED COMPANY as the case may be, depending

upon the circumstances, shall be empowered to delete from or add any item for better governance of the SAID PROPERTY as they may deem fit and proper depending upon the exigencies of the situation from time to time.

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

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

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

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

IX. DISCLAIMER:

- (a) It is hereby declared by both the Parties herein that after the formation of the SOCIETY/ENTITY/ GENERAL SOCIETY/ MAINTAINANCE SOCIETY/ ASSOCIATION/ LIMITED COMPANY and the transfer of funds as envisaged in Clause VIII(g) the PURCHASER/S/ALLOTEE/S and/or the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION /LIMITED COMPANY shall alone be liable to pay all the aforementioned expenses, charges, dues, taxes, levies, statutory or otherwise, by whatever name called and the maintenance of "**BLUE BELL ENCLAVE**" Complex. The **OWNER/SELLER/BUILDER/PROMOTER** shall not be responsible for any default in payment of such payments thereafter, vicariously or otherwise.
- (b) It is clearly agreed and understood by the PURCHASER/S/ALLOTEE/S that the **OWNER/SELLER/BUILDER/PROMOTER's** responsibility during the above period till

such time the SOCIETY/ENTITY/ GENERAL SOCIETY/ MAINTAINANCE SOCIETY/ ASSOCIATION/ LIMITED COMPANY is formed shall only be to the extent of payment of the above expenses only and the **OWNER/SELLER/BUILDER/PROMOTER** shall not be held responsible for any accidents or thefts occurring within the precincts of “**BLUE BELL ENCLAVE**” Complex.

X. INCREASE IN MAINTENANCE DEPOSIT ETC.

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

may be sent to remind the PURCHASER/S/ALLOTEE/S only as a matter of courtesy.

XI. GENERAL:

- (a) The PURCHASER/S/ALLOTEE/S hereby confirm having taken inspection, to his/her/their full satisfaction, of the requisite documents of title to the SAID PROPERTY and of the plans/ approvals/ license relating to the SAID PROPERTY, SAID APARTMENT/SHOP and the Complex **“BLUE BELL ENCLAVE”**.

- (b) The **OWNER/SELLER/BUILDER/PROMOTER** shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the SAID PROPERTY and/or in the **“BLUE BELL ENCLAVE”**, provided it does not in any way affect or prejudice the right of the PURCHASER/S/ ALLOTEE/S in respect of the SAID APARTMENT/SHOP.

- (c) The PURCHASER/S/ALLOTEE/S shall be bound to sign all the papers and documents and do all the things and matters as the **OWNER/SELLER/BUILDER/PROMOTER** may require from them from time to time in this behalf for safeguarding, interalia, the interest of the **OWNER/SELLER/BUILDER/PROMOTER** and the PURCHASER /S/ALLOTEE/S as well.

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

OWNER/SELLER /BUILDER/PROMOTER:

Mr. SYDNEY SALDANHA, 381, VAIGUIN VADDO, NACHINOLA, BARDEZ, GOA

PURCHASER/S/ALLOTEE/S:

.....

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

- (e) The PURCHASER/S/ALLOTEE/S hereby give/s his/their express consent to the **OWNER/SELLER/ BUILDER/ PROMOTER** to raise any loans against the SAID PROPERTY and/or “**BLUE BELL ENCLAVE**” Complex and to charge/mortgage the same with any Bank or Banks or any other Party. This consent is however on the express understanding that the **OWNER/SELLER/ BUILDER/ PROMOTER** shall ensure to have any such charge/mortgage on the SAID APARTMENT/SHOP completely vacated before the SAID APARTMENT/SHOP is handed over to the PURCHASER/S/ALLOTEE/S for delivery and possession under this Agreement.
- (f) In the event the PURCHASER/S/ALLOTEE/S chooses to transfer his SAID APARTMENT/SHOP to any Third Party, in the intervening period till such time the possession of the SAID APARTMENT/SHOP is handed over to the PURCHASER/S/ALLOTEE/S, the **OWNER/SELLER /BUILDER/ PROMOTER** shall be entitled to receive from the PURCHASER/S/ ALLOTEE/S, 10% of the sale consideration of this Transfer (Agreement) as “Transfer charges” and in addition the PURCHASER/S/ALLOTEE/S shall pay a sum of Rs.10,000/- (Rupees Ten thousand only) per transaction as transaction fee to meet the Professional charges of the Advocate. Further, the **OWNER/SELLER/BUILDER/PROMOTER** shall be a CONFIRMING PARTY in the subsequent agreement of transfer, as above mentioned and effect any sale, conveyances, assignment, etc., of the same.

- (g) In case of transfer of premises by the PURCHASER/S/ALLOTEE/S to the Third Party, the PURCHASER/S/ALLOTEE/S undertakes to introduce the prospective buyer to the **OWNER/SELLER/BUILDER/PROMOTER** and undertake to obtain consent of the **OWNER/SELLER /BUILDER/PROMOTER** for the said transfer.
- (h) The word PURCHASER/S/ALLOTEE/S shall mean and include its plural form in case of there being more than one PURCHASER/S/ALLOTEE/S and shall also mean either of the genders i.e either in the masculine form or in the feminine form, or the firm/Company/Association/HUF depending upon the names of the PURCHASER/S/ ALLOTEE/S as mentioned in the Agreement.
- (i) 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/SHOP or of the SAID PROPERTY or the SAID BUILDING or any part thereof. The PURCHASER/S/ALLOTEE/S shall have no claim save and except in respect of the SAID APARTMENT/SHOP hereby agreed to be sold to him/her and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the **OWNER/SELLER /BUILDER/PROMOTER** until the SAID PROPERTY and the structure of the buildings is transferred to the SOCIETY/ENTITY/ GENERAL SOCIETY/MAINTENANCE SOCIETY /ASSOCIATION/ LIMITED or proportionately to the PURCHASER'S /ALLOTEE'S.
- (j) After the **OWNER/SELLER/BUILDER/PROMOTER** executes this Agreement he shall not mortgage or create a charge on the SAID APARTMENT/SHOP and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the PURCHASER/S/ALLOTEE/S who has taken or agreed to take the SAID APARTMENT/SHOP.
- (k) 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/SHOP/SAID PROPERTY SAID BUILDING, as the case may be.

- (l) Right to amend.— This Agreement may only be amended through written consent of the Parties.
- (m) Severability.— If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- (n) Method of calculation of proportionate share wherever referred to in the agreement.— Wherever in this Agreement it is stipulated that the PURCHASER/S/ALLOTEE/S has to make any payment, in common with other Allottee(s) in the complex **“BLUE BELL ENCLAVE”** the same shall be in proportion to the carpet area of the SAID APARTMENT/SHOP to the total carpet area of all the APARTMENT/SHOPS in the complex **“BLUE BELL ENCLAVE”**.
- (o) 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.
- (p) Place of execution.— The execution of this Agreement shall be complete only upon its execution by the **OWNER/SELLER/BUILDER/PROMOTER** through its authorized signatory at the **OWNER/SELLER/ BUILDER/PROMOTER**'s office, or at some other place, which may be mutually agreed between the **OWNER/**

SELLER/BUILDER/PROMOTER and the PURCHASER/S/ALLOTEE/S, after the Agreement is duly executed by the PURCHASER/S/ALLOTEE/S and the **OWNER/SELLER/BUILDER/PROMOTER** or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at **Mapusa-Goa.**

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

- (q) Joint Allottees.— That in case there are Joint Allottees all communications shall be sent by the **OWNER/SELLER/BUILDER/PROMOTER** to the PURCHASER/S/ALLOTEE/S whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
- (r) Stamp Duty and Registration.— The charges towards stamp duty and Registration fee of this Agreement shall be borne by the PURCHASER/S/ALLOTEE/S.

XII REPRESENTATIONS AND WARRANTIES OF THE

OWNER/SELLER/BUILDER/PROMOTER

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

- (i) The **OWNER/SELLER/BUILDER/PROMOTER** has clear and marketable title with respect to the SAID PROPERTY as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the SAID PROPERTY and also has actual, physical and legal possession of the SAID PROPERTY for the implementation of the Complex **“BLUE BELL ENCLAVE”**
- (ii) The **OWNER/SELLER/BUILDER/PROMOTER** has lawful rights and requisite approvals from the competent Authorities to carry out

- development of the Complex **“BLUE BELL ENCLAVE”** and shall obtain requisite approvals from time to time to complete the development of the complex **“BLUE BELL ENCLAVE”** ;
- (iii) There are no encumbrances upon the SAID PROPERTY or the complex **“BLUE BELL ENCLAVE”** ;
 - (iv) There are no litigations pending before any Court of law with respect to the SAID PROPERTY or the complex **“BLUE BELL ENCLAVE”** ;
 - (v) All approvals, licenses and permits issued by the competent authorities with respect to the SAID PROPERTY or the complex **“BLUE BELL ENCLAVE”** and the SAID BUILDING are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the SAID PROPERTY or the complex **“BLUE BELL ENCLAVE”** and SAID BUILDING shall be obtained by following due process of law and the **OWNER/SELLER/ BUILDER/PROMOTER** has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the SAID PROPERTY or the complex **“BLUE BELL ENCLAVE”** / SAID BUILDING / and common areas;
 - (vi) The **OWNER/SELLER/BUILDER/PROMOTER** has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the PURCHASER/S/ALLOTEE/S created herein, may prejudicially be affected;
 - (vii) The **OWNER/SELLER/BUILDER/PROMOTER** has not entered into any Agreement for sale and/or Development Agreement or any other Agreement/arrangement with any person or party with respect to the SAID PROPERTY or the complex **“BLUE BELL ENCLAVE”** or the SAID APARTMENT/SHOP which will, in any manner, affect the rights of PURCHASER/S/ALLOTEE/S under this Agreement;
 - (viii) The **OWNER/SELLER/BUILDER/PROMOTER** confirms that the **OWNER/SELLER/BUILDER/PROMOTER** is not restricted in any manner whatsoever from selling the SAID APARTMENT/SHOP to

the PURCHASER/S/ALLOTEE/S in the manner contemplated in this Agreement;

- (ix) At the time of execution of the conveyance deed of the structure to the SOCIETY/ENTITY/ GENERAL SOCIETY/ MAINTAINANCE SOCIETY/ ASSOCIATION/ LIMITED COMPANY of Allottees or PURCHASERS / ALLOTEES of “**BLUE BELL ENCLAVE**” Complex the **OWNER/SELLER/BUILDER/ PROMOTER** shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the SOCIETY/ENTITY/ GENERAL SOCIETY/ MAINTAINANCE SOCIETY/ASSOCIATION /LIMITED COMPANY of Allottees or PURCHARES/ ALLOTEES of “**BLUE BELL ENCLAVE**” Complex.
- (x) The **OWNER/SELLER/BUILDER/PROMOTER** has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the SAID PROPERTY or the complex “**BLUE BELL ENCLAVE**” to the competent Authorities;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the **OWNER/SELLER/BUILDER/PROMOTER** in respect of the SAID PROPERTY or the complex “**BLUE BELL ENCLAVE**”.

XIII BINDING EFFECT:-

Forwarding this Agreement to the PURCHASER/S/ALLOTEE/S by the **OWNER/SELLER/ BUILDER/PROMOTER** does not create a binding obligation on the part of the **OWNER/SELLER /BUILDER/ PROMOTER** or the PURCHASER/S /ALLOTEE/S until, firstly, the PURCHASER/S/ ALLOTEE/S signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the

PURCHASER/S/ALLOTEE/S and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the **OWNER/SELLER/ BUILDER/PROMOTER**. If the PURCHASER/S/ ALLOTEE/S fails to execute and deliver to the **OWNER/SELLER/BUILDER/PROMOTER** this Agreement within 30 (thirty) days from the date of its receipt by the PURCHASER/S/ALLOTEE/S and/or appear before the Sub-Registrar for its registration as and when intimated by the **OWNER/SELLER/ BUILDER/PROMOTER**, then the **OWNER/SELLER/BUILDER/ PROMOTER** shall serve a notice to the PURCHASER/S/ALLOTEE/S for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the PURCHASER/S/ ALLOTEE/S, application/agreement of the PURCHASER/S/ALLOTEE/S shall be treated as cancelled and all sums deposited by the PURCHASER/S/ALLOTEE/S in connection therewith including the booking amount shall be returned to the PURCHASER/S/ ALLOTEE/S without any interest or compensation whatsoever.

XIV.DISPUTES/SETTLEMENT/LITIGATION/JURISDICTION

- (a) In the event any dispute or differences arising between the parties hereto in respect to this Agreement or in respect of any provisions (clauses) in this Agreement, or any thing arising out of it, and /or about the performance of these presents or concerning any act or omission of the other party to the disputes or to any act which ought to be done by the parties in dispute or in relation to any matter whatsoever concerning this Agreement shall be settled amicably. In case of failure to settle the dispute amicably, it shall be referred to the Real Estate Regulating Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
- (b) That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in Mapusa will have the jurisdiction for this Agreement.

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

SCHEDULE - I

[SAID PROPERTY]

ALL THAT PROPERTY known as “DAT” also known as “KANTURLI”, admeasuring 950 sq. mtrs., bearing Survey no. 149/12 of Tivim Village, situated at Tivim, Bardez, Goa, which property is not found described in the Land Registration Office of Bardez, but found enrolled in the Taluka Revenue Office under Matriz No. 2684 of the second division of Tivim, situated within the limits of the Village Panchayat of Tivim, Revenue Taluka and Sub-District of Bardez, but under the Registration Sub-District of Bicholim, North Goa District, Goa,, and is bounded as under:

On or towards the NORTH : By the property bearing survey no.149/11 of
Tivim ,

On or towards the SOUTH : By a Public Road,

On or towards the EAST: By the property bearing survey no. 149/13 of
Tivim,

On or towards the WEST: By the property bearing survey no. 149/10 of
Tivim.

SCHEDULE II

(DESCRIPTION OF THE SAID APARTMENT/SHOP)

All that APARTMENT/SHOP No., **on the, having a Carpet area approximately of sq. mtrs.** and a corresponding built-up area of sq. mts., **along with square metres of exclusive balcony area appurtenant to the carpet area for the exclusive use of the PURCHASER/S/ALLOTEE/S,** in the Housing Complex/Building, named “**BLUE BELL ENCLAVE**”, **constructed on the SAID PROPERTY described in Schedule I above. The corresponding super built up area of the SAID APARTMENT/SHOP is sq. mts.** (The SAID APARTMENT/SHOP is shown delineated in red boundary line in the plan annexed).

SCHEDULE NO.III

MODE OF PAYMENT

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

- (i) Amount of Rs...../- (Rupees only) (not exceeding 30% of the total consideration)% to be paid to the OWNER/SELLER/BUILDER/PROMOTER on registration of the Agreement.
- (ii) Amount of Rs...../- (Rupees only) (not exceeding 45% of the total consideration)% to be paid to the OWNER/SELLER/BUILDER/PROMOTER on completion of the Plinth of the SAID BUILDING.
- (iii) Amount of Rs...../- (Rupees only) (not exceeding 55% of the total consideration)% to be paid to the OWNER/SELLER/BUILDER/PROMOTER on completion of the second slab of the SAID BUILDING
- (iv) Amount of Rs...../- (Rupees only) (not exceeding 70% of the total consideration)% to be paid to the OWNER/SELLER/BUILDER/PROMOTER on completion of the roof slab of the SAID BUILDING
- (v) Amount of Rs...../- (Rupees only) (not exceeding 75% of the total consideration)% to be paid to the OWNER/SELLER/BUILDER/PROMOTER on completion of the walls, internal plaster, floorings doors and windows of the SAID APARTMENT/SHOP
- (vi) Amount of Rs...../- (Rupees only) (not exceeding 80% of the total consideration)% to be paid to the OWNER/SELLER/BUILDER/PROMOTER on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said SAID APARTMENT/SHOP.
- (vii) Amount of Rs...../- (Rupees only) (not exceeding 85% of the total consideration)% to be paid to the OWNER/SELLER/BUILDER/PROMOTER on completion of the external plumbing and external plaster, elevation, terraces with

waterproofing, of the SAID BUILDING . in which the SAID APARTMENT/SHOP is located.

(viii) Amount of Rs...../- (Rupees only) (not exceeding 95% of the total consideration)% to be paid to the OWNER/SELLER/BUILDER/PROMOTER on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the SAID BUILDING or wing in which the SAID APARTMENT/SHOP is located.

(ix) Balance Amount of Rs...../- (Rupees only) to be paid to the OWNER/SELLER/BUILDER/PROMOTER against and at the time of handing over of the possession of the APARTMENT/SHOP to the Allottee on or after receipt of occupancy certificate or completion certificate.

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

In addition to the above consideration/ payments the PURCHASER/ALLOTEE shall make payments of the applicable G.S.T. and other taxes and all payments and taxes that may become due under any statute or law.

SCHEDULE – IV
SPECIFICATIONS

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.....

IN WITNESS WHEREOF the parties hereto have put their hands to on the day, month and year first hereinabove mentioned.

SIGNED SEALED AND DELIVERED]
BY THE OWNER/SELLER/BUILDER/PROMOTER]

1) Mr. SYDNEY SALDANHA

L.H.F. Prints

R.H.F. Prints

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

SIGNED SEALED AND DELIVERED]
BY THE OWNER/SELLER/BUILDER/PROMOTER]

2) Mrs.

L.H.F. Prints

R.H.F. Prints

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

SIGNED SEALED AND DELIVERED]
BY THE PURCHASER/ALLOTEE]

2)

L.H.F. Prints

R.H.F. Prints

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

IN THE PRESENCE OF:

1. _____

2. _____