

AGREEMENT FOR SALE

THIS AGREEMENT is made on this day of of the year Two Thousand and Twenty One.

BETWEEN

M/S JAGLAX REALTY PVT. LTD., being a company incorporates under the Companies Act, 1956 having its registered office at C/o T-16, Andheria More, Mehrauli, New Delhi, PAN No., through its Authorised Signatory/ Director **MR. LOKESH CHHABRA**, Age 24 Years, Unmarried, PAN No., Son of Mr. Jagdish Kumar Chhabra-, Indian National, Residing at --D1-1404, Vasant Kunj New Delhi 110070, as authorized by the resolution of the board of directors dated --/--/---- Hereinafter referred to as the **BUILDER/OWNER** (which expression shall include its shareholders, Directors, successors, administrators, executor's and assigns) of the **FIRST PART**.

A N D

....., s/d/o
, aged years,
, holding **PAN** Card No., **Aadhaar** card No., **resident of**

 hereinafter called the **"PURCHASER/S/ ALLOTEE/S"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean include his/her/their heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART**.

WHEREAS there exist a separate, independent property known as "GOLOMBATA" also known as "IGREJAWADO", bearing survey no.

117/21 of the Village Marna, admeasuring 2200 square meters, described as a separate independent property in the Land Registration Office of Bardez under No. 30900 at pages 125 of Book B 79 (N), which property was earlier part of a larger property described under no. 8077 of Book B-21, recorded in the old cadastral survey under no. 52 of Marna Village, situated at Marna Village, within the jurisdiction of the Village Panchayat of Marna-Siolim, Taluka and Sub District of Bardez, North Goa, District and state of Goa, hereinafter referred to as the SAID PROPERTY for the sake of brevity and more clearly described in the Schedule I herein below written.

AND WHEREAS the BUILDER/OWNER has purchased the SAID PROPERTY, from its erstwhile owners (1) Mr. Surexa Vinaeca Nagvencar also known as Suresh Vinayak Nagvenkar, married to Mrs. Emuna alias Sushma Surexa Nagvencar also known as Sushma Suresh Nagvenkar, (2) Mr. Ramexa Vinaeca Nagvencar also known as Ramesh Vinayak Nagvenkar, married to Mrs. Suniti Parshuram Shirodkar alias Sunita Ramexa Nagvencar also known as Sunita Ramesh Nagvenkar alias Sunita Nagvenkar, (3) Mr. Pundolica Xete Nagvencar alias Narexa Nagvencar also known as Naresh Vinayak Shet Nagvenkar, Bachelor, vide the Deed of Sale dated 19-02-2021, registered with the Sub-registrar of Bardez under registration No.BRZ-1-759-2021, on 19-02-2021 and hence, the BUILDER/OWNER is the sole, absolute and exclusive owner of the SAID PROPERTY and there is no other person/s, who can claim a better title to the SAID PROPERTY.

AND WHEREAS the BUILDER/OWNER is in possession of the Said Property having purchased the same, by virtue of Deed of Sale dated 19-02-2021, registered with the Sub-registrar of Bardez under registration No.BRZ-1-759-2021, on 19-02-2021;

AND WHEREAS the name of the Builder/Owner is appearing in the survey records of the Said Property.

AND WHEREAS the BUILDER/OWNER, has obtained the Conversion of the said property described in the SCHEDULE below to residential use by virtue of Sanad bearing No. 4/60/CNV/AC-III/2021/468 dated 08-04-2021, issued by the Office of the

Additional Collector III, North Goa, at Panaji-Goa.

AND WHEREAS the Town and Country Planning Department has vide Technical Clearance Order bearing Reference No. TPB/6815/MARNA/TCP-21/1671, dated 22-04-2021 granted Technical Clearance for construction of Villas and Swimming pool, in the said property;

AND WHEREAS the Village Panchayat of Siolim Marna has granted permission for the construction of Villas and Swimming pool in the said property, to the Builder/Owner vide Construction License bearing No. VP/S.M./BAR/21-22/11/513 dated 03-07-2021;

AND WHEREAS the Engineer Mr. Rajesh Mahambre, having No. SE/0044/2010 has issued a Estimate for construction of the said Villas and Swimming pool in the Said Property;

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

AND WHEREAS by virtue of the above deed of conveyance executed the Builder/Owner has sole and exclusive right to sell the said Villas to be constructed by the Builder/Owner on the said property/ project land and to enter into Agreement/s with the purchasers/allottee(s)/s of the Villas and to receive the sale consideration in respect thereof.

AND WHEREAS the Builder/Owner has since started the execution of construction of the Villas in the proposed complex named as MARSELVA in the said property.

AND WHEREAS the Builder/Owner has opened the plans for sale on ownership basis, the said Villas in the proposed complex named as MARSELVA constructed in the said property.

AND WHEREAS on demand from the Purchaser/Allottee, the Builder/Owner has given inspection to the Purchaser/Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Builder/Owner's Architects Mr. Rajesh Mahambrey & Associates and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; and the Purchaser/Allottee has acknowledged the receipt of the same.

AND WHEREAS the authenticated copy of Certificate of Title issued by Adv. Savio X. Soares, 312, 3rd Floor, Block-E, Saldanha Business Towers, Near Civil And Criminal Court, Altinho, Mapusa, Bardez -Goa, dated 22-07-2021, showing the nature of the title of the Builder/Owner to the said property on which the Villas are to be constructed, has already been handed over by the builder/owner to the Purchaser/Allottee, which the Purchaser/Allottee admits to have received.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Competent Authority has already been handed over by the builder/owner to the Purchaser/Allottee, which the Purchaser/Allottee admits to have received.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Builder/Owner and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project has already been handed over by the builder/owner to the Purchaser/Allottee, which the Purchaser/Allottee admits

to have received.

AND WHEREAS the authenticated copies of the plans and specifications of the said villa agreed to be purchased by the Allottee/Purchaser, as sanctioned and approved by the competent authority has already been handed over by the builder/owner to the Purchaser/Allottee, which the Purchaser/Allottee admits to have received.

AND WHEREAS the Builder/Owner has got all of the approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the said building/s wherever applicable.

AND WHEREAS the Builder/Owner has accordingly commenced construction of the said Villas, in the Said Property, in accordance with the said proposed plans.

AND WHEREAS the Purchaser/Allottee approached Builder/Owner to purchase a Villa in the said complex MARSELVA and has inspected all the relevant title documents, approved plans and has agreed to purchase a Villa bearing No., in the complex MARSELVA on ownership basis, hereinafter the villa is referred to as **the “ SAID VILLA”** described in the **Schedule-II** hereunder written and shown in the plan annexed and the Builder/Owner has agreed to construct the same for the Purchaser/Allottee and the parties have accordingly agreed on the following terms and conditions.

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

Purchaser/Allottee, but includes the area covered by the internal partition walls of the Villa.

AND WHEREAS, the total exclusively allotted area, to the PURCHASERS, in the said complex is square meters, which is a cumulative of the area of the SAID VILLA, its balconies, veranda, open terraces, Garden Area, swimming pool and car park, in the complex MARSELVA.

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, at the execution of these presents the Purchaser/Allottee has paid to the Builder/Owner a sum of Rs. (Rupees only), as a token amount being part payment of the sale consideration of the SAID VILLA agreed to be sold by the Builder/Owner to the Purchaser/Allottee as advance payment or Application Fee (the payment and receipt whereof the Builder/Owner hereby admit and acknowledge) and the Purchaser/Allottee has agreed to pay to the Builder/Owner the balance of the sale consideration in the manner hereinafter appearing in schedule III.

AND WHEREAS, the Builder/Owner has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 and rules framed thereunder with the Real Estate Regulatory Authority under no.

AND WHEREAS, under section 13 of the said Act the Builder/Owner it is required to execute a written Agreement for sale of said Villa with the Purchaser/Allottee, being in fact these

presents and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908).

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Builder/Owner hereby agrees to sell and the Purchaser/Allottee hereby agrees to purchase the SAID VILLA, for a total consideration of Rs./-(..... only), along with the other charges mentioned herein, on the terms and conditions mentioned herein below.

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

1. The Builder/Owner has agreed to sell and transfer to the Allottee/Purchaser and the Allottee/Purchaser has agreed to purchase from the Builder/Owner, the Villa No. with a carpet area admeasuring sq. metres, for the consideration of Rs./-(..... only). The said villa shall also have an exclusive carpet area of balcony of sq. metres with an exclusive terrace area of sq. metres and an exclusive garden area, swimming pool and car park admeasuring sq.mts in the said complex MARSELVA (hereinafter referred to as the "Said Villa" described in schedule II hereunder), as shown in the Floor plan thereof hereto annexed for the consideration of Rs./-(..... only), which includes the proportionate incidence of the common areas and facilities appurtenant to the said villa, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule II hereunder written.
- (ii) Parking allotted to said unit is exclusive / dedicated parking, single parking only.

(iii) The units which have been allotted parking will be sold/allotted with the SAID VILLA for resale. Also, during resale of the said Villa to which the exclusive /dedicated parking is allotted, cannot be retained and has to be handed over to the buyer/purchaser along with the said villa

1(b) The total aggregate consideration amount for the said villa including covered car parking space is thus Rs./-(..... only), which the Allotee/purchasers shall pay as per Schedule III hereunder.

1(c)(i) The above said sum of **Rs./- (Rupees Only)** includes the cost of the construction of the said villa and also the cost of the customized amenities in the said villa.

1(c)(ii) If the Allotee/Purchasers commits default in payment of any of the installments below mentioned on its respective due dates, as per schedule no. III and/or in observing and performing any of the terms and conditions of this Agreement, the Builder/Vendor shall, without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of fifteen days. The Builder/Vendor shall, however, on such termination, refund to the Allotee/Purchaser the amounts, if any, which may have till then been paid by the Allotee/Purchasers to the Builder/Vendor, without any further amount by way of interest or otherwise, after deducting therefrom 20% of the amounts received, only after the said villa is sold to any third party.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Builder/Owner by way of Infrastructure tax, GST and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Builder/Owner) up to the date of handing over the possession of the said villa

1(e) The Total Price 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/taxes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Builder/Owner undertakes and agrees that while raising a demand on the Allottee/Purchasers for increase in development charges, cost, or levies imposed by the competent authorities etc., the Builder/Owner 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/Purchasers, which shall only be applicable on subsequent payments.

- 1(f) The Builder/Owner shall confirmed the final carpet area that has been allotted to the Allottee/Purchasers after the construction of the said villa is complete and the completion certificate is already granted by the competent authority.
- 1(g) The Allottee/Purchasers agrees to pay the Builder/ Vendor Rs as onetime payment towards the installation of transformer, towards the electrification of the said villa.
- 1(h) The Allottee/Purchasers agrees to pay the Builder/ Vendor Rs/- as cost towards legal charges.
- 1(i) The Allottee/Purchaser agrees to pay all taxes, levies and duties that may come to be levied upon the SAID VILLA and or the said complex MARSELVA, by the Central Government, State Government or any other Authority, which amounts the Allottee/Purchaser undertakes to pay to the Builder/owner, within 15 days from the date of receipt of its demand.
- 1(j) The Allottee authorizes the Builder/Owner 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 Builder/Owner may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Builder/Owner to adjust his payments in any manner.

2. The Builder/Owner 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 Villa to the Allottee, obtain from the concerned competent authority occupancy certificates in respect of the Apartment.

Time is essence for the Builder/Owner as well as the Allottee.

The Builder/Owner shall abide by the time schedule for completing the project and handing over the said villa to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate as the case may be subject to all the allottees having paid all the consideration and other sums due and payable to the Builder/Owners as per in respective agreements. Similarly, the Allottee 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 Builder/Owner as provided herein above.

3. The Builder/Owner hereby declares that the Floor Area Ratio available as on date in respect of the project land is square meters only and Builder/Owner has planned to utilize the entire Floor Area Ratio availing of TDR or FAR available project land in the said Project and Allottee has agreed to purchase the said villa based on the proposed construction and sale of villa to be carried out by the Builder/Owner by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Builder/Owner only.

If the Builder/Owner fails to abide by the time schedule for completing the project and handing over the said villa to the Allottee, the Builder/Owner agrees to pay to the

Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Builder/Owner, interest as specified in the Rules, on all the delayed payment which become due and payable by the Allottee to the Builder/Owner under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Builder/Owner.

Without prejudice to the right of Builder/Owner to charge interest in terms mentioned above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Builder/Owner under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing defaults of payment of installments, the Builder/Owner shall at its own option, terminate this Agreement, Provided that, Builder/Owner shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee or mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Builder/Owner within the period of notice then at the end of such notice period, Builder/Owner shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Builder/Owner shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Builder/Owner) the installments of sale Consideration of the said villa which may till then have been paid by the Allottee to the Builder/Owner, which amounts the Builder/Owner shall be liable to refund only after the Builder/owner has sold the said villa to a third party and the

Builder/Owner shall not be liable to pay to the Allottee any interest on the amount so refunded.

4. The Builder/Owner shall give possession of the said villa to the Allottee on or before, subject to the Allottee/Purchaser paying to the Builder/Owner, all the amounts mentioned in this Agreement, within 30 days of the execution of these presents. If the Builder/Owner fails or neglects to give possession of the said villa to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Builder/Owner shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the said villa with interest at the same rate as may mentioned herein above from the date the Builder/Owner received the sum till the date the amounts and interest thereon is repaid.

Provided that the Builder/Owner shall be entitled to reasonable extension of time for giving delivery of said villa on the aforesaid date, if the completion of the said villa is to be situated is delayed on account of War, civil commotion or act of God, any notice, order, rule, notification of the Government and/or other public or competent authority/court.

5. (A) Procedure for taking possession - The Builder/Owner, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said villa, to the Allottee in terms of this Agreement to be taken within one month from the date of issue of such notice and the Builder/Owner shall give possession of the said villa to the Allottee. The Builder/Owner agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Builder/Owner. The Allottee agree(s) to pay the maintenance charges as determined by the Builder/Owner or association of allottees, as the case may be. The

Builder/Owner on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project, provided the Allottee/Purchasers have paid to the Builder/owner the entire consideration of the said villa and all the amounts due and payable by the Allottee/Purchasers to the Builder/Owner under this agreement, prior to the said date of occupancy. The allottee/purchaser shall deposit with the owner a sum of Rs./- at the time of taking possession of the said villa towards maintenance fee for a period of 3 years.

The Allottee/purchaser shall not be entitled to take possession of the SAID VILLA, till such time, that the Allottee/Purchasers have paid to the Builder/owner the entire consideration of the said villa and all the amounts due and payable by the Allottee/Purchasers to the Builder/Owner under this agreement.

- (B) Upon obtaining Occupancy Certificate the Builder/Vendor shall execute/get executed the Conveyance of the said villa along with undivided proportionate Share of land at the cost of the Allottee/Purchaser in the names of the Allottee/Purchaser and all the expenses towards the said transfer or conveyances will be borne by the allottee/purchaser.

The Allottee shall take possession of the villa within 15 days of the written notice from the Builder/Owner to the Allottee intimating that the said villa are ready for use and occupancy:

Failure of Allottee to take Possession of said villa upon receiving a written intimation from the Builder/Owner as mentioned herein shall not absolve the Allottee from making payments of all the taxes and outgoings and shall amount to a violation of the terms of this agreement. The Allottee shall take possession of the said villa from the Builder/Owner by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Builder/Owner shall give possession of the said villa to the allottee. In case the

Allottee fails to take possession within the time provided herein, such Allottee 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 Project and the building thereon.

If within a period of five years from the date of handing over the said villa to the Allottee, the Allottee brings to the notice of the Builder/Owner any structural defect in the said villa or the building in which the said apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Builder/Owner at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Builder/Owner, compensation for such defect in the manner as provided under the Act. In case the allottees carry out any work within the said villa after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments/s, then in such an event the Builder/Owner shall not be liable to rectify or pay compensation. But the Builder/Owner 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.

6. The Allottee shall use the said villa or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
7. The Allottee along with other allottee(s) of Villas/Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Builder/Owner may decide and for this purpose also from time to time sign and execute the

application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Builder/Owner within seven days of the same being forwarded by the Builder/Owner to the Allottee, so as to enable the Builder/Owner to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

8. Within 15 days after notice in writing is given by the Builder/Owner to the Allottee that the said villa is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said villa) of outgoings in respect of the project land and Building/namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association of allottees is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Builder/Owner such proportionate share of outgoings as may be determined. The allottee agrees to pay into the hands of the owner a sum of Rs. towards maintenance of the complex fee for a period of 3 years and thereafter the allottee shall pay such amounts as may be fixed by the owner or the proposed society to be formed. It is agreed that the non- payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the Builder/Owner to charge interest on the dues, in

accordance with the terms and conditions contained herein.

9. The Allottee shall on or before delivery of possession of the said villa keep deposited with the Builder/Owner, the following amounts:
 - a. Rs..... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - b. Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.
 - c. Rs. P.M. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
 - d. Rs.....for Maintenance deposit for three year of Society or Limited Company/Federation/ Apex body.
 - e. Rs..... For Water connection Charges,
 - f. Rs for Security deposits/ electric meter, Supervision & Service connection charges (vi) Rs. as legal charges.
 - g. Rs..... as infrastructure Tax.
 - h. Rs. as Corpus in respect of the Society or Limited Company/Federation/Apex Body.
 - i. Rs. as Stamp Duty and Registration Charges.

10. The Allottee shall pay to the Builder/Owner a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Builder/Owner in connection of preparing and obtaining registration of the agreement and sale deed of the said villa

and such other additional charges shall be paid by the allottee 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.

11. The Allottee/Purchasers agree and undertake to sign and execute all such deeds and documents relating to the said villa and/or the said property as and when called upon by the builder/Owner.

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

13. REPRESENTATIONS AND WARRANTIES OF THE BUILDER /OWNER

The Builder/Owner hereby represents and warrants to the Allottee as follows:

- i. The Builder/Owner has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

- ii. The Builder/Owner has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Builder/Owner has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Builder/Owner has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Builder/Owner has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said said villa which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Builder/Owner confirms that the Builder/Owner is not restricted in any manner whatsoever from selling the said villa to the Allottee in the manner contemplated in this Agreement;
- ix. The Builder/Owner has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges

and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

- 14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the said villa may come, hereby covenants with the Builder/Owner as follows :

- i. To maintain the said villa at the Allottee's own cost in good and tenantable repair and condition from the date the possession of the said villa is taken and shall not do or suffer to be done anything in or to the building in which the villa 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 said villa is situated and or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the villa 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 villa is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the villa is situated, including entrances of the building in which the villa is situated and in case any damage is caused to the building in which the villa is situated or the villa on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of

the breach.

iii. To carry out at his own cost all internal repairs to the said villa and maintain the villa in the same condition, state and order in which it was delivered by the Builder/Owner to the Allottee and shall not do or suffer to be done anything in or to the building in which the villa is situated or the villa 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 villa 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 villa or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the villa is situated and shall keep the portion, sewers, drains and pipes in the villa and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the villa is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the villa without the prior written permission of the Builder/Owner 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 villa 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 villa in the compound or any portion of the project land and the building in which the villa is situated.

vii. Pay to the Builder/Owner within fifteen days of demand by the Builder/Owner, his share of security deposit, any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the villa is situated.

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

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

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the villa 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 villa in the complex and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

15. The Builder/Owner shall maintain a separate account in respect of sums received by the Builder/Owner 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 outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. The Builder/Owner specifically stipulates that the present sale is however, subject to following specific conditions and the PURCHASER declares having accepted the same conditions in full and the PURCHASER agrees that the same conditions shall be binding and enforceable as against him/ them and his/ their heirs or transferees at all time and/or their successors in title or any other person/s entitled to any benefit thereof:
 - a. The Purchasers shall not use the SAID VILLA or permit the same to be used for any purpose whatsoever other than for which the same is purchased and permitted under the existing Rules and Regulations. The Purchasers shall not use the SAID VILLA for any illegal or immoral purpose.
 - b. The Purchasers shall specifically not cause undue commotion in the Common areas or the open spaces. The purchasers shall also not slaughter or sacrifice any Animals in the SAID VILLA or deposit, throw, dump, expose, or causes to emit any garbage, any animal organs, etcetera any foul smelling or obnoxious matter from the SAID VILLA or in any common area compound, severs etc. of the Complex.
 - c. The Purchasers shall not permit/allow any animals to roam/litter around the common/open spaces/ gardens of the said Complex "MARSELVA".
 - d. The Purchasers is aware that the Builder/Owner have sold/allotted VILLAS . in the said PROPERTY to various other Purchaser/s thereof for various types of uses and that the Purchasers shall not raise any objection whatsoever to such uses or user of the other VILLAs by the respective Purchaser/s thereof.
 - e. The PURCHASERS has to pay all the charges and expenses on account of sales Tax, GST, VAT, or any Central/ State Government taxes, etc. with respect to the SAID VILLA and his corresponding share with respect to the common amenities in the Complex "MARSELVA". In case such expenses or deposits are not collected

from the Purchaser, the Builder/Owner shall be entitled to recover the same as and when the demand from/by any government body, is received by the Builder/Owner.

- f. The PURCHASERS shall not by any act or omission, cause any damage whatsoever to the common areas and amenities or impair the utility or appearance thereof including exterior of the building and shall not convert the common areas and amenities for personal use or otherwise change the user and shall not subdivide nor alter the nature of the SAID VILLA. The PURCHASERS shall be liable to pay all taxes including Property Tax, and all other taxes and charges, etc., payable in respect of the SAID VILLA and/or the proportionate undivided rights in the said PROPERTY corresponding to the area of the SAID VILLA, to the Government or other authorities and also contribute proportionately towards the electricity, water and sewerage service connections and deposits as and when demanded by the Builder/Owner at any point of time in the future. The entire exterior of building including painting, fixtures, etc., shall be uniform as decided by the Builder/Owner /Association and in case of violation, the Builder/Owner or Association may take all such steps for correction and recover the costs from the persons responsible for the damage or violation;
- g. The Purchasers specifically agrees that though the construction plan of the project in the said property have been finally approved, the Builder/Owner shall be free and will be entitled to make any changes in the shapes or areas or locations of any buildings, roads, open spaces or PROPERTY shapes or area/s or other areas of any villa/premises or other common area in the buildings in said Complex "MARSELVA" or the plans of the approved development / sub divisions at any time and the Purchaser shall not object for the same at any time in any manner even if it causes some prejudice to the Purchasers like open space reduction or otherwise howsoever and the Purchasers hereby specifically accords his/her consent for the same and agrees that the Vendor shall not be required to take any other or further permission or consent from him/her in writing for making any such changes or alterations in the said entire development or any part thereof at any time and the consent hereby given shall subsist and continue forever and shall be binding also on the successors in title of the PURCHASERS at all times, provided however, that the SAID VILLA

conveyed/allotted to the Purchaser is in no manner altered, modified or changed in shape, area or dimensions. The Builder/Owner shall be free to change or alter or modify the approved plans of the buildings, without affecting the SAID VILLA and the PURCHASERS have agreed that the Builder/Owner is free to do so in the manner desired by them and only on this specific consent given by the PURCHASERS that the Builder/Owner had agreed to SELL the SAID VILLA to the PURCHASERS and the PURCHASERS specifically agrees and undertakes not to raise any disputes or objections of whatsoever nature for the same at any time and also to bind their successors in title by her/his this assurance and undertaking.

- h. The Builder/Owner or the co-operative Maintenance society/Association shall have right to fix and demand a fixed amount from all the villa/premises owners in said project including the Purchasers as deposit towards common maintenance of the project area/s or buildings including security, gardening, cleaning of common area/s, GSEB and all other common expenses, provided however that, it shall not be the obligation of the Builder/Owner to monitor or handle such maintenance works and the Builder/Owner at any time at their absolute discretion shall be entitled to abdicate such responsibility. The Builder/Owner may at his absolute option decide whether a co-operative society/company/ association /Maintenance Agency or any other body of the VILLA owners in the said complex will be formed by him but it shall not be bound to do so. But if it decides so, the Purchasers shall be bound to join thereto as a member and contribute towards all expenses regarding formation thereof and also execute all necessary papers and documents in connection therewith.
- i. The open spaces, terraces, parking spaces unallotted common areas, or other common areas common amenities and/or any other structures etc. in the building or any balance of land on which the same are constructed shall belong to all the .Villa owners in common and the maintenance thereof shall be contributed to by all the VILLA owners. The Builder/Owner shall be entitled to use and sell the available F.A.R and or constructed area in the said property.

- j. That the Builder/Owner shall be entitled to compile a set of Rules and Regulations regarding the occupation and the use of the common development areas, the use of common amenities or open spaces and/or parking spaces, etc. to be observed by all residents of the complex and it is specifically agreed that such rules shall be binding and enforceable on the Purchaser at all times and the sale is agreed subject to this specific condition which is agreed to by the Purchasers.
- k. That the Purchasers and persons to whom the SAID VILLA is transferred, assigned or given possession of, shall observe all the Rules and Regulations regarding the occupation and the use of the common development areas, the use of common amenities or open space and/or common parking spaces, etc in the complex and shall pay and contribute regularly and punctually towards the taxes and/or expenses or the other out goings in accordance with the rules and regulation framed by the Builder/Owner and that the Purchasers shall be bound from time to time to sign all the papers and documents and to do all acts, deeds, matters and things, as may be necessary from time to time for safe guarding the interest of the Vendor and/or the other purchasers of the other VILLA's in the said complex.
- l. The Purchasers shall be bound to so execute and continue to execute maintenance and service contracts with the co-operative society/company/ association/Maintenance Agency or any other body of the VILLA owners or such other agency as may be nominated/appointed by the Builder/Owner for the maintenance of the said complex/project for such periods and from time to time regarding the maintenance of the said complex and contribute the charges charged the said complex all through. The Purchasers shall at no time to entitled to refuse to sign such contract or refuse to contribute the requisite amount towards the maintenance of the said Complex "MARSELVA" and making such contributions shall be absolutely compulsory and mandatory failing which the amount payable by the Purchasers towards such maintenance costs in the same proportion or at the same rate as charged to and paid by the other purchasers of VILLAs in the said Complex "MARSELVA" will be recoverable by the Builder/Owner, co-operative society / company / association / Maintenance Agency or any other body of the VILLA owners and/or the maintenance agency from the

Purchasers irrespective of whether the Purchasers executes the contract or refuses to execute the same.

- m. The Builder/Owner shall be entitled to abdicate the responsibility of nominating the agency for the maintenance in which case, it will be the purchasers along with the other VILLA owners in the said complex to form appropriate body and look after the maintenance of the said complex, failing which the Builder/Owner, co-operative society/company/association/Maintenance Agency or any other body of the VILLA owners, shall be entitled to disconnect the essential services of SAID VILLA.
- n. That the Purchasers hereby covenant that from the date of possession he shall abide by all bye-laws, rules and regulations of the Government, local Panchayat, Builder/Owner, co-operative society / company / association / Maintenance Agency or any other body of the VILLA owners and/or other authorities and local bodies and shall attend, answer and be responsible for all actions or violations of any such conditions or rules or bye-laws.
- o. If at any time any levy or taxes, is or are charged or levied or sought to be recovered by the Panchayat, Government or any other public authority, in respect of the said property the same shall be borne and paid by the purchasers, proportionately.
- p. It is specifically agreed and understood that any representations that may have been made by the Builder/Owner in any brochures or advertisements or any designs or drawings shall not act as a promissory estoppels as against the Builder/Owner and any changes therein or change of user for any other purpose of any area/s shall be permissible at all times and the Purchasers shall not in any manner object thereto.
- q. The Builder/Owner shall also be entitled to reserve the rights to have access through the SAID PROPERTY to the adjoining land or take such access by itself for its benefit or for benefit of any other project of the Builder/Owner and these rights will be binding even on Purchasers or any Association or Company or Society or Agency other body of Owners of VILLA'S as and when formed and the Builder/Owner shall be also entitled to amalgamate any neighbouring land/s with the said property and design a joint project on such amalgamated land and the Purchasers shall not be entitled to raise any objections thereto.

- r. The terms and covenants herein incorporated shall be enforceable even after execution of these presents or on any future transferees or successors in interest of the Purchaser and at all times and the sale made hereunder is subject to aforesaid specific conditions agreed to and accepted by the Purchasers.
- s. The Purchasers shall keep the Builder/Owner indemnified against any claims or demands from any occupant of the said complex/project or any third party, which may come to be raised in connection to any acts of omission or commission of the Purchasers in the SAID VILLA and/or the said Complex "MARSELVA" and the said PROPERTY.
- t. The Builder/Owner, co-operative society / company / association / Maintenance Agency or any other body of the VILLA owners, from time to time, shall be entitled to revise and increase the monthly maintenance fee, payable by the PURCHASERS and the PURCHASERS undertakes to pay the same without any protest, which revision of maintenance charges will be applicable only after the completion of the 36 months period, referred to in the previous sub-clause.
- u. Any increase in the FAR of the SAID PROPERTY, will accrue, absolutely and exclusively to the Builder/Owner and the PURCHASERS shall have no right to the same. The Builder/Owner shall be entitled to use the available F.A.R for further construction & sale
- v. The PURCHASERS does hereby covenant and undertake to be a member of any Maintenance Society/Association and to make necessary contributions to the said SOCIETY/ASSOCIATION/COMPANY, if any formed, and to pay all fees, deposits and maintenance charges to the said SOCIETY/ASSOCIATION/COMPANY.
- w. The PURCHASERS agree and covenant that the undivided rights and share in the SAID PROPERTY to be conveyed to the PURCHASERS vide the proposed Deed of Sale shall always be indivisible and shall remain undivided forever and the PURCHASERS agree and undertake never to seek its partition.
- x. The PURCHASERS agree and that in the event of failure on their part to pay the maintenance charges of the complex on time, the PURCHASERS agrees and understands that they shall not be

entitled to use the amenities of the Complex, namely, the swimming pool, the Gymnasium and the cafeteria.

- y. The PURCHASERS categorically agree and covenant that in the event the purchasers fail to pay the maintenance amount or any other amount payable to the Builder/Owner or the Co-operative Maintenance Society or the association of owners of the complex MARSELVA at any given time in the future, the Purchasers shall be liable to disconnection of their water supply and the purchasers shall not be entitled to the use of any of the common amenities of the complex MARSELVA and the purchasers shall also be liable to pay to the Builder/Owner / Co-operative Maintenance Society/ Association of Owners, interest at the rate of 18% per annum on all delayed payment/ unpaid dues, till the date of their full payment.
- z. The PURCHASERS shall not be entitled to do any structural changes to the SAID VILLA and the PURCHASERS are also prohibited from changing the paints on the facade of the SAID VILLA or the outer look of the SAID VILLA.
- aa. The PURCHASERS have agreed and undertake to paint the outer walls of the SAID VILLA only with white paint.
- bb. The PURCHASERS shall have the SAID VILLA painted, regularly, every two years.
- cc. The PURCHASERS along with other Villa owners and apartment owners shall contribute their proportionate share of amount, required for the painting of the entire complex MARSELVA every two years, and such amount shall be paid to the Builder/Owner / Co-operative Maintenance Society/ Association of Owners.
- dd. The PURCHASERS shall be bound by the conditions of this Deed and shall also be bound by the Rules and Regulation of the Maintenance Society/ Association of Owners, to be formed of MARSELVA complex.
- ee. The PURCHASERS shall be bound to pay to the Builder/Owner / Co-operative Maintenance Society/ Association of Owners of MARSELVA, a penalty of such amount, which may be fixed by the Builder/Owner / Co-operative Maintenance Society/ Association as deemed fit by their discretion, in the case of any violation by the PURCHASERS of any terms and condition of this deed or of the Rule and Regulation of the Maintenance Society/ Association of owners.

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said villa or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the villa along with the proportionate indivisible share hereby agreed to be sold to them. All unsold or un-allotted inventory shall continue to remain the property of the Builder/Owner until sold/allotted.

18. BUILDER/OWNER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Builder/Owner executes this Agreement he shall not mortgage or create a charge on the villa / Plot 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 such said villa. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Builder/Owner does not create a binding obligation on the part of the Builder/Owner or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Builder/Owner. If the Allottee(s) fails to execute and deliver to the Builder/Owner this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Builder/Owner, then the Builder/Owner 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.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, 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 villa/apartment/plot/building, as the case may be.

20. RIGHT TO AMEND

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

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

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

22. SEVERABILITY

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

the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee 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 villa to the total carpet area of all the said villa and apartments in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective allottees.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

The Parties hereto agree that all the documents required to be provided by the Builder/Owner to the Allottee/Purchaser, as per the requirements of Real Estate (Regulation & Development) Act, 2016 and rules framed thereunder, have been duly provided by the Buildder/Owner to the Allottee/Purchasers, the receipt of which is hereby duly acknowledged by the Allottee/Purchasers, thus dispensing with the requirement of annexing the same to this agreement.

25. PLACE OF EXECUTION

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

26. The Allottee and/or Builder/Owner shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Builder/Owner will attend such office and admit execution thereof.

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

Name of Allottee:

(Allottee's Address):

Notified Email ID:

M/S JAGLAX REALTY PVT. LTD.,

through its Authorised Signatory/ Director

MR. LOKESH CHHABRA,

Registered office at C/o T-16,
Andheri More, Mehrauli, New
Delhi,

Notified Email ID: info@jagluxrealty.com

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

28. JOINT ALLOTTEES

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

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement and the subsequent sale deed shall be borne by the allottee.

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

31. GOVERNING LAW

That the rights and obligations of the parties under or

arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in the state of Goa will have the jurisdiction for this Agreement.

32. The Builder/Owner is a Private Limited company and is not governed by the notification applicable to properties and persons belonging to the Schedule Caste and Schedule Tribe.

SCHEDULE-I

SAID PROPERTY

All that property known as “GOLOMBATA” also known as “IGREJAWADO”, bearing survey no. 117/21 of the Village Marna, admeasuring 2200 square meters, described as a separate independent property in the Land Registration Office of Bardez under No. 30900 at pages 125 of Book B 79 (N), which property was earlier part of a larger property described under no. 8077 of Book B-21, situated at Marna Village, within the jurisdiction of the Village Panchayat of Marna-Siolim, Taluka and Sub District of Bardez, North Goa, District and state of Goa, and is presently bounded as follows:

On the NORTH : By survey no. 117/20 of Village Marna,

On the SOUTH : By a Rivulet/ Water Drain.

On the EAST : By survey no. 115/1 of Marna Village, though which is passing a Road.

On the WEST : By a Rivulet/ Water Drain.

SCHEDULE-II

(Description of the SAID VILLA)

ALL THAT Villa bearing no., having area of sq.mt, comprising of a ground plus two floors, in the complex known as MARSELVA along with undivided proportionate share in the said property corresponding to the said villa described in schedule I hereinabove. The Villa No. . shall also have an exclusive carpet area of balcony

of metres with an exclusive terrace area of sq. metres and a exclusive garden , swimming pool and private car park admeasuring sq.mts in the said complex The Total area which the holder/owner of the SAID VILLA shall be exclusively entitled to in the said complex MARSELVA, including the carpet area of the SAID VILLA, is totally admeasuring sq.mts. and the said villa is marked in red in the plan annexed hereto, while the exclusively allotted car park, swimming pool and deck is marked in blue in the plan annexed.

S C H E D U L E -III
(MODE OF PAYMENT)

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

- (i) Amount of **Rs./-** (Rupees Only) (not exceeding 30% of the total consideration) to be paid to the Builder/Owner on signing of the Agreement.

- (ii) Amount of **Rs./-** (Rupees Only) (not exceeding 45% of the total consideration) to be paid to the Builder/Owner on completion of the Plinth of the SAID VILLA.

- (iii) Amount of **Rs./-** (Rupees Only) (not exceeding 55% of the Total consideration) to be paid to the Builder/Owner on completion of the second slab of the SAID VILLA

- (iv) Amount of **Rs./-** (Rupees Only) (not exceeding 70% of the total consideration) to be paid to the Builder/Owner on completion of the roof slab of the SAID VILLA

- (v) Amount of **Rs.**/- (Rupees Only) (not exceeding 75% of the total consideration) to be paid to the Builder/Owner on completion of the walls, internal plaster, floorings doors and windows of the SAID VILLA.

- (vi) Amount of **Rs.**/- (Rupees Only) (not exceeding 80% of the total consideration) to be paid to the Builder/Owner on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said SAID VILLA.

- (vii) Amount of **Rs.**/- (Rupees Only) (not exceeding 85% of the total consideration) to be paid to the Builder/Owner on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the SAID VILLA.

- (viii) Amount of **Rs.**/- (Rupees Only) (not exceeding 95% of the total consideration) to be paid to the Builder/Owner on completion of the electrical fittings, electro, mechanical and environment requirements, entrance, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the SAID VILLA.

- (ix) Balance Amount of **Rs.**/- (Rupees Only) against and at the time of handing over of the possession of the Apartment to the Purchaser/Allottee on or after receipt of occupancy certificate or completion certificate.

The PURCHASER as on the date of signing of this agreement, has paid to the SELLER/VENDOR a sum of **Rs.**/- (Rupees Only) towards part payment of the purchase consideration, and a sum of **Rs.**/- (Rupees Only) towards 1% TDS.

The Purchaser /Allottee shall be liable to pay to the Builder /owner , the

applicable G.S.T. on all payments required to be made by the Purchaser/Allotee under this agreement, which G.S.T. amount is and shall be in addition to the amounts payable to the Builder/Owner and/or any other party and authority.

S C H E D U L E -IV
(Specification of the said Villa)

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