

## AGREEMENT FOR SALE

This AGREEMENT is made on this .....day of May, **2020** at Vasco da Gama, Goa. (.....-05-2020)

### BY AND BETWEEN

MR. UMESH VITHOBHA DESAI, S/o. Late Mr. Vithobha Desai, Age..... Years, Married, Businessman, Indian National, Pan card No....., Adhar card No....., Phone No....., Email ID :....., R/o....., hereinafter called the “**SELLER CUM OWNER CUM DEVELOPER**” (which expression shall unless it be repugnant to the context or otherwise shall mean and include the partners of the firm for the time being and from time to time and their respective heirs, executors, administrators, agents, successors and or assigns as the case may be) of the **FIRST PART**;

### AND

Mr....., S/o. Mr....., aged about ..... years, **Service**, Married/Bachelor, Indian National, Pan card No....., Adhar card No....., Phone No....., Email ID :....., R/o....., hereinafter referred to as the “**PURCHASER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his legal heirs, representatives, nominees, administrators and assigns) of the **SECOND PART**.

### AND

**MRS.** ....., **D/o.**....., **W/o. Mr. Umesh Desai, Age** .....years, **Married, Housewife**, Indian National, Pan card No....., Adhar card No....., Phone No....., Email ID :....., R/o....., hereinafter jointly called as the “**CONFIRMING PARTY**” (which expression shall mean and include her respective heirs, representatives, successors and assigns) of the **THIRD PART**

WHEREAS there exists the following properties ;

#### PROPERTY NO. 1

*All That distinct and well demarcated portion/plot of land admeasuring an area of 514:50 (Five Hundred Fourteen Point Fifty) square meters hereinafter referred to as the ‘Said Plot’ being part and parcel of the larger Plot identified under No.9 admeasuring an area of 897.00 square meters independently and separately surveyed under Chalta No. 112 of P.T. Sheet No. 125 of Vasco City which by itself is a part of the bigger property known as Dumoleachi Numochi or Nelly situated at Vaddem within the limits of Mormugao Municipal Council Taluka and Sub District of Mormugao South Goa District Goa not described in*

***the Land Registration Office of Salcete but enrolled in the Taluka Revenue Office under Matriz No. 108 totally admeasuring an area of 8560:00 square meters and the entire property shall be hereinafter referred to as the Said Entire Plot.***

**PROPERTY NO. 2**

***All that one of the sub divided plot identified under plot no.10 admeasuring and area of 600.00 (Six Hundred) square meters being part and parcel of the larger property which is the southern portion of the larger property identified under Plot B totally admeasuring an area of 3933.50 square meters of the property known as Aforamento Lote No. 16 or Aforamento situated at Vaddem within the limits of Mormugao Municipal Council Sub District of Mormugao, South Goa, Goa described in the Land Registration office under No. 44537 and enrolled in the Taluka Revenue Office under Matriz No. 378 surveyed under Chalta No. 32 of P.T Sheet No. 96 of Vasco City admeasuring an area of 6809 square meters (hereinafter referred to as the Said Plot )***

**PROPERTY NO. 3**

***All that property Dumoleachi Numochi or Nelly situated at Vaddem Vasco da Gama within the limits of Mormugao Municipal Council Taluka and Sub District of Mormugao District of South Goa State of Goa not described in the land registration Office of Salcete not enrolled in the Taluka Revenue office under matriz No. 108 and surveyed under Chalta no.98 of P.T Sheet No. 125 of Vasco City totally admeasuring an area of 2160:00 (Two Hundred One Hundred Sixty) square meters (though Form D mentions the area of 2204:00 square meters) of the larger property entire property admeasuring an area of 8560:00 square meters and the entire property shall be hereinafter referred to as the Said property.***

***AND WHEREAS Mr. Manuel D Cunha and Mrs. Sanatana Rodrigues were the owners in possession of (Property No. 1) All That distinct and well demarcated portion/plot of land admeasuring an area of 514:50 (Five Hundred Fourteen Point Fifty) square meters hereinafter referred to as the 'Said Plot' being part and parcel of the larger Plot identified under No.9 admeasuring an area of 897.00 square meters independently and separately surveyed under Chalta No. 112 of P.T. Sheet No. 125 of Vasco City which by itself is a part of the bigger property known as Dumoleachi Numochi or Nelly situated at Vaddem within the limits of Mormugao Municipal Council Taluka and Sub District of Mormugao South Goa District Goa not described in the Land Registration Office of Salcete but enrolled in the Taluka Revenue Office under Matriz No. 108 totally admeasuring an area of 8560:00 square meters and the entire property shall be hereinafter referred to as the Said Entire Plot.***

***AND WHEREAS the aforesaid bigger property earlier belonged to Mr. Caetano Francisco Manuel Joaquim Mariano Acacio da Gama and his wife and upon his death the bigger property was allotted to his wife being Mrs. Silvia da Gama in Inheritance Proceeding in the Judicial Court of Salcete at Margao (Inventario Organologico) in the year 1937.***

***AND WHEREAS the aforesaid Mrs. Silivia da Gama inter alia sold Plot No. 3 and Plot No. 9 being part and parcel of the Said Entire Plot vide Deed of Sale dated 28.05.1975 registered in the Office of the Sub Registrar of Mormugao under No. 162 at pages 284 to 288 of Book No. 1 ,Volume No. 23 dated 30.06.1975 unto and in favour of Mr. Manuel D' Cunha.***

***AND WHEREAS Mr. Manuel D' Cunha have sold the other portions of the aforesaid Plot No. 3 and 9 and still are owners in possession of the Said Plot being distinct and well demarcated portion/plot of land admeasuring an area of 514:50 (Five Hundred Fourteen Point Fifty) square meters of the aforesaid plot identified under No. 9 admeasuring an area of 897.00 square meters***

*independently and separately surveyed under Chalta No. 112 of P.T. Sheet No. 125 of Vasco da Gama City.*

**AND WHEREAS** vide Deed of Sale dated 25-05-2007, registered under registration no. 747 at pages 231 to 246, Book No. I, Volume No. 693, dated 29-05-2007 Mr. Manuel D' Cunha and his wife Mrs. Santana Rodrigues sold the said plot admeasuring an area of 514.50 square meters surveyed under Chalta No. 112(part) of PT Sheet No. 125 of Vasco City being part and parcel of the larger Plot identified under No. 9 to Mr. Umesh V. Desai.

**AND WHEREAS** there exists a larger property (Property No. 2) which is the southern portion of the larger property identified under Plot B totally admeasuring an area of 3933.50 square meters of the property known as Aforamento Lote No. 16 or Aforamento situated at Vaddem within the limits of Mormugao Municipal Council Sub District of Mormugao, South Goa, Goa described in the Land Registration office under No. 44537 and enrolled in the Taluka Revenue Office under Matriz No. 378 surveyed under Chalta No. 32 of P.T Sheet No. 96 of Vasco City admeasuring an area of 6809 square meters.

**AND WHEREAS** the aforesaid larger property earlier belonged to Shri Pedro Nolasco de Souza which is further confirmed as the same is seen inscribed in his name as per the document being inscription and Description of the bigger property registered in the land registration office of Salcete under No. 44537.

**AND WHEREAS** upon the death of Shri Pedro Nolasco de Souza and his wife the Inventory Proceeding was instituted under No 33 of 1981 filed in the court of Civil Judge Senior Division at Vasco da Gama Goa whereby the aforesaid portion of the property identified under plot B was allotted separately and exclusively unto and in favour of Miss Vinette Francisca De Souza .

**AND WHEREAS** Miss Vinette Francisca De Souza secured necessary permission for the development and sub division of the aforesaid Plot B into several plots from the competent authorities as seen from the Development Permission vide Order under No. MPDA/1-0-47/86-87/726 dated 25.07.86 issued by the Mormugao Planning & Development Authority which includes the said Plot.

**AND WHEREAS** vide Deed of Sale dated 29-05-2006, registered under registration no. 733 at pages 134 to 147, Book No. I, Volume No. 574, dated 01-06-2006 Miss Vinette Francisca De Souza sold the Plot no. 10 admeasuring 600.00 square meters surveyed under Chalta No. 32 of P.T Sheet No. 96 of Vasco City to Mr. Umesh V. Desai.

**AND WHEREAS** there exists a property (Property No. 3) Dumoleachi Numochi or Nelly situated at Vaddem Vasco da Gama within the limits of Mormugao Municipal Council Taluka and Sub District of Mormugao District of South Goa State of Goa not described in the land registration Office of Salcete not enrolled in the Taluka Revenue office under Matriz No. 108 and surveyed under Chalta no. 98 of P.T Sheet No. 125 of Vasco City totally admeasuring an area of 2160:00 (Two Hundred One Hundred Sixty) square meters (though Form D mentions the area of 2204:00 square meters) of the larger property entire property admeasuring an area of 8560:00 square meters and the entire property shall be hereinafter referred to as the Said property.

**AND WHEREAS** the Said property earlier belonged to Shri Caetano Francisco Manuel Joaquim Mariana Acacio da Gama and upon his death Inventory Proceedings was instituted in the Court of the Civil Judge Margao and accordingly the property was allotted unto Smt Silvia da Gama widow of Shri Caetano Francisco Manuel Joaquim Mariano Acacio da Gama.

**AND WHEREAS** the aforesaid owner Smt Silvia da Gama sold the part of the Said Property namely being two plots bearing Plot No. 2 admeasuring an area of 500:00 square meters and Plot No.11 admeasuring an area of 1560:00 square meters thus totally admeasuring an area of 2060:00 (Two Thousand Sixty) square meters unto in favour of Mrs. Rafael Maria Menezes vide Deed of Sale dated 27-05-1975 registered in the office of the Sub registrar of Mormugao under No. 157 at pages 215 to 220 of Book No. 1 Volume 24 dated 25-06-1975.

**AND WHEREAS** the aforesaid owner Smt. Silvia da Gama sold yet another part of the aforementioned property being two plots identified under Plot No.8 admeasuring an area of 525:00 square meters and Plot No. 12 admeasuring an area of 640:00 square meters thus totally admeasuring an area of 1,165 (One Thousand One Hundred Sixty Five) square meters unto in favour of Shri Domingos Da Mercedes Hilario Rodrigues bachelor vide Deed of Sale dated 11-06-1975 registered in the Office of the Sub registrar of Mormugao under No. 180 at pages 321 to 325 of Book no. 1, Volume 23 dated 15-07-1975.

**AND WHEREAS** aforesaid Shri Domingos Das Mercedes Hilario Rodrigues sold one of the above plot namely Plot No. 12 admeasuring an area of 600:00 (Six Hundred) square meters (though there is reduction of 40:00 square meters) unto Mrs. Rafael Maria Menezes vide Sale Deed dated 08-02-1979 registered in the office of the Sub Registrar of Mormugao under No. 278 at pages 187 to 198 of Book No. 1 Volume 24 dated 21.09.1988.

**AND WHEREAS** by virtue of the aforesaid two deeds Mrs. Rafael Maria Menezes alongwith her husband thus became the absolute owners of the inter alias the aforementioned two plots name plot No.11 admeasuring an area of 1560:00 square meters and Plot 12 admeasuring an area of 600:00 square meters thus totally admeasuring an area of 2160:00 square meters of which the Said Plot being distinct well identified and separate portion identified under letter B admeasuring an area of 550:00 (Five Hundred Fifty) square meters carved out as an undivided share of the said property was sold unto Shri Arjun Shriram Shet vide Deed of Sale dated 24-03-2005 duly registered in the office of the Sub registrar of Mormugao under No. 470 at pages 19 to 40 of Book No. I Volume 499 dated 08-04-2005.

**AND WHEREAS** Vide Deed of Sale dated 14-05-2008, registered under registration no. 821 at pages 287 to 305, Book No. I, Volume No. 838, dated 19-05-2008 Shri Arjun Shriram Shet and his wife smt. Vidhya Arjun Shet sold the plot B admeasuring 550 square meters surveyed under Chalta no. 98 of PT sheet No. 125 to Mr. Umesh V. Desai (**SELLER CUM OWNER CUM DEVELOPER**).

**AND WHEREAS** thus Mr. Umesh V. Desai (**SELLER CUM OWNER CUM DEVELOPER**) became absolute owner of above three properties.

**AND WHEREAS** Mr. Umesh V. Desai **SELLER CUM OWNER CUM DEVELOPER** obtained Sanad vide ref no. COL/SG/CONV/35/07/175 dated 22-09-2008 collector of South Goa, Margao for the property Surveyed under Survey no. 32(P)/96 area 600 square meters.

**AND WHEREAS** the **SELLER CUM OWNER CUM DEVELOPER** after purchase of the above three properties amalgamated the properties vide Judgment and Order dated 15-12-2015 passed by the Court of Inspector of Surveys and Land Records City Surveys Vasco da Gama, Goa and a separate Survey under P T Sheet No. 125, Chalta no. 145 and area to be read as 1664.00 square meters .

**AND WHEREAS** the **SELLER CUM OWNER CUM DEVELOPER** thereafter obtained the following permission for construction of building in the amalgamated plot;

a. Sanad vide ref no. AC-II/MOR/SG/CONV/23/2017/6642 dated 06-06-2019 issued by the collector of South Goa, Margao.

b. Development Permission Ref No. MPDA/1A-D-24/2018-19/26 dated 09-04-2018 issued by Mormugao Planning & Development Authority.

c. Approved Plan of the Building.

d. Construction Licence No. 32/2018 dated 01-02-2019 issued by Mormugao Municipal Council.

AND WHEREAS the **SELLER CUM OWNER CUM DEVELOPER** has registered the project to be undertaken in the SAID PLOT under the provisions of the Act with the Real Estate Regulatory Authority at Panaji, Goa under No. ...., the copy whereof is attached at Annexure II.

AND WHEREAS the PURCHASER have demanded from the **SELLER CUM OWNER CUM DEVELOPER** and accordingly have taken inspection of all the relevant and required documents in entirety including documents of title, approved plans, designs, specifications and such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 and the Rules and Regulations made there under (hereinafter referred to as the 'said Act') and the PURCHASERS have duly verified and scrutinized the same and having satisfied thereto, the parties have entered into this agreement in writing.

AND WHEREAS the **SELLER CUM OWNER CUM DEVELOPER** has annexed the copies of the Certificate of Title concerning the SAID PLOT issued by Advocate Shri. Rajkumar N. Naik at Annexure III, Layout plan as approved by the competent authorities at Annexure IV, approved plan of the flat/apartment proposed to be purchased by the PURCHASERS at Annexure V and undertakes to complete the project/building strictly as per the terms, conditions of the permissions/licences/NOC's issued by the competent authorities and obtain completion certificate or the Occupancy Certificate, as the case may be.

AND WHEREAS the **SELLER CUM OWNER CUM DEVELOPER** accordingly have proposed to sell the undivided rights in the SAID PLOT to such buyers/purchasers in the SAID PLOT and also is empowered to construct thereon the residential-cum-commercial building and accordingly the building known of the aforesaid construction in the SAID PLOT named as '.....' consisting of ground plus 4 floors is already in progress and ..... floor has already been cast.

AND WHEREAS the **SELLER CUM OWNER CUM DEVELOPER** has already appointed an Architect registered with the Council of Architects as also separately had appointed a structural engineer for the preparation of the structural design and drawing of the buildings and the **SELLER CUM OWNER CUM DEVELOPER** accepts the professional supervision of the Architect and the structural engineer till the completion of the building/project.

AND WHEREAS the accordingly the PURCHASER have approached the **SELLER CUM OWNER CUM DEVELOPER** , for purchase and/or to

agree to finance the construction of ALL THAT flat identified under Flat No. .... admeasuring carpet area of ..... (.....) square metres or super built-up area of ..... (.....) square metres besides exclusive balcony with carpet area of ..... (.....) square metres, exclusive terrace area of ..... (.....) square metres on the ..... floor in the said building/project known as '.....' which is better shown delineated in red boundary line in the plans annexed hereto at Annexure - I and are more particularly described in SCHEDULE – II hereunder written (hereinafter jointly referred to as the 'SAID PREMISES') alongwith corresponding proportionate floor area/undivided share in the SAID PLOT which are more particularly described in SCHEDULE - I hereinafter written and right to exclusive use of one covered parking identified under No. ....

AND WHEREAS the aforesaid carpet area of ..... (.....) square metres of the SAID PREMISES is as defined under clause (K) of Section 2 of the said Act.

AND WHEREAS the parties to this agreement based/relying upon 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 upon the terms and conditions hereinafter.

AND WHEREAS the **SELLER CUM OWNER CUM DEVELOPER** has registered the project under the said Act under No. .... and further Section 13 of the said Act requires to execute and register the written agreement between the **SELLER CUM OWNER CUM DEVELOPER** and the PURCHASER before the Registering Authority.

AND WHEREAS the **SELLER CUM OWNER CUM DEVELOPER** has agreed to sell, transfer, assign and/or construct the SAID PREMISES for the PURCHASER provided the PURCHASER remits the entire price consideration of Rs. .... (Rupees ..... which includes the amount for the undivided sale, transfer and assignment of the proportionate undivided share in the SAID PLOT subject to the further terms and conditions hereafter appearing.

AND WHEREAS the PURCHASER has agreed to compulsorily make the entire agreed consideration of Rs. .... /- (Rupees ..... Only) strictly in the manner stipulated in SCHEDULE - III hereafter written.

AND WHEREAS the PURCHASER has also seen, verified and approved the specification of the building named '.....' which specification are set out in detail in SCHEDULE - IV annexed to this Agreement, as also the plans of the SAID PREMISES which is attached hereto at Annexure – I with its boundaries delineated in red and for the purpose of identification signed by the parties hereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH it is hereby agreed upon by and between the parties hereto as follows:-

I. The **SELLER CUM OWNER CUM DEVELOPER** shall, under normal conditions, construct the building known as '.....' in accordance with the plans, designs and specifications as approved by the concerned competent authorities and sell, transfer, assign and convey the

SAID PREMISES being the flat identified under Flat No. .... flat identified under Flat No. .... admeasuring carpet area of ..... (.....) square metres or super built-up area of ..... (.....) square metres besides exclusive balcony with carpet are of ..... (.....) square metres, exclusive terrace area of ..... (.....) square metres on the ..... floor in the said building/project known as '.....' which is better shown delineated in red boundary line in the plans annexed hereto at Annexure - I and are more particularly described in SCHEDULE – II hereunder written alongwith corresponding proportionate floor area/undivided share in the SAID PLOT which is more particularly described in SCHEDULE - I hereinafter written and right to exclusive use of one covered parking identified under No. .... in accordance with RCC drawings and calculations made by the **SELLER CUM OWNER CUM DEVELOPER**'s Engineer and with such specifications and other details including quality and make of the materials to be used therefore and the amenities to be provided there at as are contained in SCHEDULE - IV hereto for a total consideration/cost of Rs. .... /- (Rupees ..... Only) which includes the amount for the corresponding undivided share in the SAID PLOT under the terms as appearing hereunder.

2. (a) The PURCHASERS shall pay the said total consideration/cost of Rs. ..../- (Rupees ..... Only) out of which the PURCHASER has paid on signing this agreement the sum of Rs. .... as advance as provided in the said Act (the receipt whereof the SELLER-CUM-DEVELOPER hereby admit and acknowledge) and the remaining instalment shall be strictly paid as mentioned in SCHEDULE – III hereunder written. The PURCHASER agrees and undertakes to pay to the **SELLER CUM OWNER CUM DEVELOPER** the sum stipulated in the SCHEDULE – III hereunder strictly on or before the stipulated time thereto. The time of payment is the absolute essence of this agreement. In case the PURCHASERS fail to make payment of any instalment to the **SELLER CUM OWNER CUM DEVELOPER** as stipulated in SCHEDULE - III hereto including proportionate share of taxes, fees, charges etc., and on the PURCHASER committing minimum three defaults of payment of instalments for any reason whatsoever, the **SELLER CUM OWNER CUM DEVELOPER** without prejudice to charge maximum interest as may be permissible under the said Act are also entitled to send final notice of maximum 15 (fifteen) days to the PURCHASER for the payment of such dues and if the PURCHASER further fails to make the payment within such fifteen clear days from the date of posting such notice at the address of the PURCHASER as mentioned herein below for any reason whatsoever, this agreement shall be automatically stands terminated/cancelled without any further act/deed and the **SELLER CUM OWNER CUM DEVELOPER** thereafter shall be absolutely free to enter into any agreement with any person of the **SELLER CUM OWNER CUM DEVELOPER**'s choice to sell, transfer and assign the SAID PREMISES alongwith the sale of the corresponding undivided share in the SAID PLOT to any third party/buyers upon such terms as the **SELLER CUM OWNER CUM DEVELOPER** may deem fit and the only obligation of the **SELLER CUM OWNER CUM DEVELOPER** is to refund to the PURCHASER the entire amount the **SELLER CUM OWNER CUM DEVELOPER** had received from the PURCHASER till then after deducting an amount of Rs. 50,000/- being the total and agreed liquidated damage and such refund of the balance after deducting the aforesaid sum which shall not carry any interest and/or any other charges whatsoever shall be paid within sixty days from such termination and the PURCHASER

shall not have any right and/or claim of any nature whatsoever against the SAID PREMISES or the undivided share in the SAID PLOT and/or under this agreement, the **SELLER CUM OWNER CUM DEVELOPER** and/or against the construction work made by the **SELLER CUM OWNER CUM DEVELOPER**. However the **SELLER CUM OWNER CUM DEVELOPER** at their entire discretion shall have the option without the prejudice to their other rights to suspend the construction work until the instalment which has fallen in arrears has been paid together with interest thereon as may be decided by the **SELLER CUM OWNER CUM DEVELOPER** for delayed period and consequently the period of completion of construction stands extended accordingly. It is hereby expressly agreed that as aforesaid, the time of payment of instalments shall be the absolute essence of this agreement and any delay tolerated or indulgence shown in enforcing the terms of the agreement or any forbearance of giving time shall under no circumstances constitute as waiver unless specifically done in writing. The **SELLER CUM OWNER CUM DEVELOPER** shall intimate the completion of every step of construction work to the PURCHASER as per the instalment appearing in SCHEDULE - III hereunder written and the PURCHASER shall have 15 clear days to effect payment of the consideration falling due for the payment since the time of payment of instalments stipulated therein being the absolute essence of this contract.

b) The aforesaid sum of Rs. ....../- (Rupees ..... Only) includes the fees of the said contractor, Architect and R.C.C. Consultant and also includes the amount for the sale/transfer/conveyance of corresponding proportionate undivided share in the SAID PLOT to the built up area of the SAID PREMISES but however any levies, imposition, taxes, fees including infrastructure tax, Goods & Service Tax, Cess etc. imposed by the competent/concerned authorities as may be applicable shall be exclusively borne and paid by the PURCHASER as and when demanded by the **SELLER CUM OWNER CUM DEVELOPER**.

c) Any development/betterment charges or deposits if demanded by or to be paid to the Village Panchayat, labour, planning authorities and/or any other competent Authorities including that for giving water, electricity connection to the SAID PREMISES and/or in the aforesaid building proposed to be constructed in the SAID PLOT shall be payable by all the unit holders including the PURCHASER in the said building proportionate to his/her premises/units and such the amount shall be determined by the **SELLER CUM OWNER CUM DEVELOPER**. The PURCHASER shall be bound to pay to the **SELLER CUM OWNER CUM DEVELOPER** within fifteen days of demand such proportionate share, such charges and/or deposits. The PURCHASER are also liable to pay before taking over the possession of the SAID PREMISES to the **SELLER CUM OWNER CUM DEVELOPER** towards PWD Water meter deposit/electricity deposit/connection charges/transformer and cost of Electric Meter and any other taxes, cesss etc., as may be levied by competent/concerned authorities which shall be payable by the respective purchasers/buyers of such units including the PURCHASER.

d) Any additional taxes, charges or out goings levied by the any competent Authorities exclusively pertaining to the SAID PREMISES shall be borne and paid by the PURCHASER, from the date occupancy certificate, irrespective of whether the PURCHASER has taken the possession thereof or not.



e) The **SELLER CUM OWNER CUM DEVELOPER** shall carry on and complete construction of the building in accordance with the development permission and construction licence of the competent authorities and with specifications as per SCHEDULE - IV hereunder written and as per instructions and under the supervision of Architect of the **SELLER CUM OWNER CUM DEVELOPER** and the PURCHASER shall not change either the external elevation, look or in the specification, original construction plan, amenities/items or external paintings other than those undertaken by the **SELLER CUM OWNER CUM DEVELOPER** and the PURCHASERS shall obtain prior permission from the **SELLER CUM OWNER CUM DEVELOPER** in writing including for the specific pattern/design of the external Grills to be affixed therein and only after such approval by the **SELLER CUM OWNER CUM DEVELOPER**, the same shall be affixed by the PURCHASER at their own cost. Any failure on the part of the PURCHASER shall entitle the **SELLER CUM OWNER CUM DEVELOPER** to remove any such affixation of any nature whatsoever and further the PURCHASER are bound to pay fine, damages and other charges being Rs. 10,000/- besides the cost incurred for such removal.

g) The **SELLER CUM OWNER CUM DEVELOPER** shall ensure the carpet area of the SAID PREMISES shall be as mentioned above with variation upto four percent. In case of any variation/changes in the carpet area that is in case the carpet area exceeds, the PURCHASER shall be bound to pay proportionately as per the agreed consideration above and in case the carpet area reduces/decreases, the **SELLER CUM OWNER CUM DEVELOPER** shall refund the proportionate excess consideration received within forty five days with annual interest rate as prescribed in the said Act.

3. (a) Subject to the PURCHASERS making full payment of all the amounts due by him under this agreement and subject to 'Force Majeure' and/or any other circumstances beyond the **SELLER CUM OWNER CUM DEVELOPER**'s control or for any unavoidable or inevitable circumstances as appearing hereunder, the **SELLER CUM OWNER CUM DEVELOPER** shall complete the construction of the SAID PREMISES in all respects and ensure that the same is kept ready for occupation within a period of ... months from the date of signing this agreement.

(b) If the **SELLER CUM OWNER CUM DEVELOPER** fails to abide by the time schedule for completing the project and handing over the SAID PREMISES to the PURCHASER, the **SELLER CUM OWNER CUM DEVELOPER** agrees to pay to the PURCHASER, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the PURCHASER, for every month of delay, till the handing over of the possession. The PURCHASER agrees to pay to the **SELLER CUM OWNER CUM DEVELOPER**, interest as specified in the Said Rules, on all the delayed payment which become due and payable by the PURCHASER to the **SELLER CUM OWNER CUM DEVELOPER** under the terms of this Agreement from the date the said amount is payable by the PURCHASER(s) to the **SELLER CUM OWNER CUM DEVELOPER**. If the **SELLER CUM OWNER CUM DEVELOPER** fails or neglects to give possession of the Apartment to the PURCHASER on account of reasons beyond his control and of his agents by the aforesaid date then the **SELLER**

**CUM OWNER CUM DEVELOPER** shall be liable on demand to refund to the PURCHASER the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause (4a) herein above from the date the **SELLER CUM OWNER CUM DEVELOPER** received the sum till the date the amounts and interest thereon is repaid.

(c) If the **SELLER CUM OWNER CUM DEVELOPER** fails to abide by the time schedule for completing the project and handing over the SAID PREMISES to the PURCHASER, the **SELLER CUM OWNER CUM DEVELOPER** agrees to pay to the PURCHASER, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the PURCHASER, for every month of delay, till the handing over of the possession. The PURCHASER agrees to pay to the **SELLER CUM OWNER CUM DEVELOPER**, interest as specified in the Said Rules, on all the delayed payment which become due and payable by the PURCHASER to the **SELLER CUM OWNER CUM DEVELOPER** under the terms of this Agreement from the date the said amount is payable by the PURCHASER(s) to the **SELLER CUM OWNER CUM DEVELOPER**.

(d) Within 10 days of the **SELLER CUM OWNER CUM DEVELOPER** offering possession of the SAID PREMISES to the PURCHASER after obtaining occupancy certificate, the PURCHASER shall take possession thereof after inspecting the same in all respects as no any further grievance/claim/objection would be entertained thereafter. The **SELLER CUM OWNER CUM DEVELOPER** shall not incur any liability if they are unable to deliver the possession of the SAID PREMISES by the date stipulated in clause 3 (a) above, if the completion of the scheme is delayed by reason of non-availability of material/s, labour and/or water supply, electric power/drainage/sewage connection or any reason of war, civil commotion or any act of God or if non-delivery of possession is as a result of any notice order, rule or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the **SELLER CUM OWNER CUM DEVELOPER**, and in any of the aforesaid events the **SELLER CUM OWNER CUM DEVELOPER** shall be entitled to reasonable additional extension of time of delivery of possession thereof. The **SELLER CUM OWNER CUM DEVELOPER** agrees and undertakes to indemnify the PURCHASER in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the **SELLER CUM OWNER CUM DEVELOPER** undertaken under the terms in this agreement.

(e) If within a period of five years from the date of handing over the SAID PREMISES to the PURCHASER, the PURCHASER brings to the notice of the **SELLER CUM OWNER CUM DEVELOPER** any structural defect in the SAID PREMISES or the building is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the **SELLER CUM OWNER CUM DEVELOPER** at his own cost and in case it is not possible to rectify such defects, then the PURCHASER shall be entitled to receive from the **SELLER CUM OWNER CUM DEVELOPER**, compensation for such defect in the manner as provided under the Act. In case the PURCHASERS carry out any work within the SAID PREMISES after taking possession, resulting in cracks and dampness or any other defects within or to the adjoining unit/s, then in

such an event the **SELLER CUM OWNER CUM DEVELOPER** shall not be liable to rectify or pay compensation. But the **SELLER CUM OWNER CUM DEVELOPER** 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.

(f) The PURCHASERS shall use the SAID PREMISES for the purpose which is permissible and abide by the prevailing laws, regulations, byelaws etc. as may be applicable and the PURCHASERS will not carry out or conduct any activity in the SAID PREMISES which may cause annoyance or nuisance to other occupants of the building in which the SAID PREMISES is located.

(g) The PURCHASERS shall from the date of possession maintain the SAID PREMISES, its walls, partitions, sewers, drains, pipes and appurtenances thereto, at his/her cost, in good and tenantable repair and condition and shall not do or suffer to be done anything therein or thereto and/or common area which may be against the conditions or rules or bye-laws of the competent or any Authorities and shall attend to answer and will be responsible for all actions for violation of any such condition or rules or bye laws.

(f) The PURCHASERS shall not let, sub-let, sell, transfer, assign or part with his interest under or benefit of the Agreement or part with possession of the SAID PREMISES until all the dues payable by him/her/them to the **SELLER CUM OWNER CUM DEVELOPER** under this Agreement are fully paid up and that too only if the PURCHASERS have not been guilty of breach or non-observance of any of the terms and/or conditions of this Agreement and until the PURCHASERS obtains the previous consent in writing of the **SELLER CUM OWNER CUM DEVELOPER** and any such transfer without such consent in writing shall stand invalid and not binding.

g) The PURCHASERS shall permit the **SELLER CUM OWNER CUM DEVELOPER** and their Surveyors and Agents, with or without workmen and other persons at all reasonable times to enter into and upon the SAID PREMISES or any part thereof to view and examine the state and condition thereof and the PURCHASERS shall make good, within one months of the giving such notice in writing to the PURCHASERS all defects, decay and want of repair and also for the purpose of repairing any part of the building and for the purpose of making, repairing, maintaining, re-building, cleaning, lighting and keeping order and condition all services, drains, pipes structure or other conveniences belonging to or serving or use for the said building and also for the purpose of lying, maintaining, repairing and testing drainage and water pipes and electric wires and cable and for similar other purposes and for all other purpose contemplated by this Agreement.

h) In the event of any transfer of rights/interests of the PURCHASERS accrued under this agreement prior to the conveyance/sale deed of the unit purchased by him/her under this agreement to any third party, the **SELLER CUM OWNER CUM DEVELOPER** is entitled to charge administrative/processing charges for every such transfer/assignment, however permission **SELLER CUM OWNER CUM DEVELOPER** at their sole discretion.

4(a). The possession of the SAID PREMISES shall be taken by the PURCHASER only after due inspection and fully satisfied about the workmanship and upon the PURCHASER taking possession of the SAID PREMISES, the PURCHASER shall have absolutely no any claim against and/or in respect of any item/work in the SAID PREMISES which may be alleged not to have been carried out and/or completed. Cracks/dampness caused due to interior work undertaken by the PURCHASER shall not be considered as defective work unless the architect of the **SELLER CUM OWNER CUM DEVELOPER** opines otherwise. Similarly the **SELLER CUM OWNER CUM DEVELOPER** shall not be responsible for colour/size variation in painting, flooring, tiles, glazed tiles or natural stones like marble granite any sanitary fittings etc.

(b) Upon taking the possession of the SAID PREMISES or commencing week after notice is given by the **SELLER CUM OWNER CUM DEVELOPER** to the PURCHASER that the SAID PREMISES are ready for use and occupation, the PURCHASER shall be liable to pay, the following amounts :

- (i) Rs. .... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. .... for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs. .... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
- (iv) Rs. ....for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &
- (vi) Rs \_\_\_\_\_ for deposits of electrical receiving and Sub Station provided in Layout
- (vii) Rs. .... as legal charges
- (viii) Rs. .... as infrastructure tax.
- (ix) Rs..... as corpus in respect of Society or Limited Company/Federation/ Apex body
- (x) Rs. .... as stamp duty and registration charges.

(c) The PURCHASER shall pay to the **SELLER CUM OWNER CUM DEVELOPER** a sum of Rs. .... for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the **SELLER CUM OWNER CUM DEVELOPER** 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.

(d) The **SELLER CUM OWNER CUM DEVELOPER** shall maintain a separate account in respect of sums received by the **SELLER CUM OWNER CUM DEVELOPER** from the PURCHASER as advance/deposit/sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

(e)The PURCHASERS alongwith other purchasers/buyers of the unit/s in the aforesaid project namely '.....' shall be jointly be responsible

to abide by all the future bye laws, rules and regulations as may be applicable including STP liability, Fire and Safety Rules, regular maintenance of lift, generator, CCTV etc. either through ENTITY or jointly without any obligation/liability to the **SELLER CUM OWNER CUM DEVELOPER** and/or to the CONFIRMING PARTY.

5. The **SELLER CUM OWNER CUM DEVELOPER** hereby represents and warrants to the PURCHASER as follows:

- i. The **SELLER CUM OWNER CUM DEVELOPER** 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 **SELLER CUM OWNER CUM DEVELOPER** 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 **SELLER CUM OWNER CUM DEVELOPER** 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 **SELLER CUM OWNER CUM DEVELOPER** 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 created herein, may prejudicially be affected;
- vii. The **SELLER CUM OWNER CUM DEVELOPER** 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 subject matter of the unit of this agreement which will, in any manner, affect the rights of PURCHASER under this Agreement;
- viii. The **SELLER CUM OWNER CUM DEVELOPER** confirms that the **SELLER CUM OWNER CUM DEVELOPER** is not restricted in any manner whatsoever from selling the SAID PREMISES to the PURCHASER in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the Society/Entity/Association, the **SELLER CUM OWNER CUM DEVELOPER** shall handover lawful, vacant, peaceful, physical possession of the common areas of the project to such entity;
- x. The **SELLER CUM OWNER CUM DEVELOPER** 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;
- 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 PLOT) has been received or served upon the **SELLER CUM OWNER CUM DEVELOPER** in respect of the project land and/or the Project except those disclosed in the title report.

6. It is hereby agreed that the **SELLER CUM OWNER CUM DEVELOPER** shall be entitled, empowered, authorised irrevocably and are hereby permitted to make such variations, changes, revision and/or alterations in the above plan or in the layout/elevation of the building including/garden, open spaces, set-back and/or varying the location, plan or the access to the building, as the exigencies of the situations and the circumstances of the case may require including effective utilization of FAR/FSI and as may be permissible under the said Act, as the PURCHASER is only, exclusively entitled to the SAID PREMISES without any other rights, title, interest of any nature whatsoever in the SAID PLOT and/or construction/s, structures, open space, terrace etc. unless allotted as the same entirely and exclusively belongs to the **SELLER CUM OWNER CUM DEVELOPER**, who have exclusive, absolute and unhindered right to allot, sell, transfer the same to such person/s as the **SELLER CUM OWNER CUM DEVELOPER** in their absolute discretion deems fit. This provision shall be considered as consent in writing of the PURCHASERS as required by law/said Act as the **SELLER CUM OWNER CUM DEVELOPER** has the unqualified and unfettered right to the SAID PLOT and/or the construction/development undertaken and/or to be undertaken in the SAID PLOT.

7a) The **SELLER CUM OWNER CUM DEVELOPER** only shall assist the PURCHASER and the other flat/premises/garage holder in forming a Co-operative Housing Society, Limited Company, Association of persons or such other entity for owning and/or maintaining the SAID PLOT and/or constructions therein.

b) It shall be entirely at the discretion of the **SELLER CUM OWNER CUM DEVELOPER** to decide whether to form a Co-operative Society, a Limited Company, Association of Persons or any other entity (hereinafter referred to as the 'ENTITY').

c) Whenever the **SELLER CUM OWNER CUM DEVELOPER** takes a decision in this matter, the PURCHASER and other Holders of the building/units shall be bound to sign all forms, application, deeds and other documents as may be required for the formation of the ENTITY and for the conveyance of the SAID PLOT and/or the aforesaid flats, shop/office etc as the case may be.

d) The PURCHASER and the persons to whom the SAID PREMISES is let, sublet, transferred, assigned or given 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 ENTITY from time to time and shall also be governed by the laws which may be applicable to the ENTITY.

e) The PURCHASER hereby agree/s and undertake/s to be a member/s of the ENTITY to be formed in the manner therein appearing and also from time to time to sign and execute all applications for registration and for membership

and other documents for the purpose necessary, for the formation and the registration of the ENTITY and return to the **SELLER CUM OWNER CUM DEVELOPER** the same within 10 (ten) days of same being intimated by the **SELLER CUM OWNER CUM DEVELOPER** to the PURCHASER.

f) The PURCHASER shall be bound 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 constructions made in the SAID PLOT and of the other premises holders in the said building constructed/proposed to be constructed in the SAID PLOT .

g) The **SELLER CUM OWNER CUM DEVELOPER** shall be under absolute and total control of all those premises, structures, open space, constructions, terraces etc. in building/s construction made in the SAID PLOT as the PURCHASER has been sold exclusive and only right to the SAID PREMISES and **SELLER CUM OWNER CUM DEVELOPER** at their discretion may sell, transfer, allot the same to such persons as **SELLER CUM OWNER CUM DEVELOPER** deems fit upon such condition. Should the **SELLER CUM OWNER CUM DEVELOPER** decides to retain any portion/structures/open space in the SAID PLOT, they shall join the ENTITY along with the other holders.

h) All papers pertaining to the formation of the ENTITY and/or the rules and regulations thereof as also all the necessary deed/deed of conveyance shall be prepared by the Advocate of the **SELLER CUM OWNER CUM DEVELOPER**.

i) All cost, charges, expenses including stamp duty registration charges and any other expense in connection with preparation, execution and registration of the Deed/Deeds of the conveyance and/or for the formation of the ENTITY shall be borne by the PURCHASER proportionately along with other PURCHASER/buyer of units in the building and/or by the PURCHASERS himself/herself as the case may be, as may be decided by the **SELLER CUM OWNER CUM DEVELOPER**.

j) The PURCHASER/s or himself/themselves with intention to bring all persons into whosoever hands the SAID PREMISES may come, hereby covenants with the **SELLER CUM OWNER CUM DEVELOPER** as follows :

i. To maintain the SAID PREMISES at the PURCHASER's own cost in good and tenantable repair and condition from the date that of possession of the SAID PREMISES is taken and shall not do or suffer to be done anything in or to the building in which the SAID PREMISES is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the SAID PREMISES itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the SAID PREMISES 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 SAID PREMISES 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 SAID

PREMISES is situated, including entrances of the building in which the SAID PREMISES is situated and in case any damage is caused to the building in which the SAID PREMISES is situated or the SAID PREMISES on account of negligence or default of the PURCHASER in this behalf, the PURCHASER shall be liable for the consequences of the breach.

iii. To carry out at the own cost of the PURCHASER all internal repairs to the said Apartment and maintain the SAID PREMISES in the same condition, state and order in which it was delivered by the **SELLER CUM OWNER CUM DEVELOPER** to the PURCHASER and shall not do or suffer to be done anything in or to the building in which the SAID PREMISES is situated or the SAID PREMISES 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 committing any act in contravention of the above provision, the PURCHASER 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 PREMISES 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 PREMISES or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the SAID PREMISES 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 Apartment without the prior written permission of the **SELLER CUM OWNER CUM DEVELOPER** 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 SAID PREMISES 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 PREMISES in the compound or any portion of the project land and the building in which the SAID PREMISES is situated.

vii. Pay to the **SELLER CUM OWNER CUM DEVELOPER** within fifteen days of demand by the **SELLER CUM OWNER CUM DEVELOPER**, 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 SAID PREMISES 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 SAID PREMISES by the PURCHASER for any purposes other than for purpose for which it is sold.

ix. The PURCHASER shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the SAID PREMISES until all the dues payable by the PURCHASER to



the **SELLER CUM OWNER CUM DEVELOPER** under this Agreement are fully paid up and that too upon obtaining written permission from the **SELLER CUM OWNER CUM DEVELOPER**.  
 x. The PURCHASER shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The PURCHASER shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

8. a) Nothing contained in these presents is intended to be and shall be construed to be grant, demise or assignment in law of the aforesaid flats or the undivided share in the SAID PLOT or any part thereof.

b) In the event the ENTITY cannot be formed for any reason or the conveyance cannot be executed in the name of the ENTITY, the **SELLER CUM OWNER CUM DEVELOPER** shall get executed the Conveyance of the undivided portions of the SAID PLOT from the **SELLER CUM OWNER CUM DEVELOPER** alongwith the units in the names of all the Holder/buyer in proportion to the built up area owned by each of them in the said building constructed in the SAID PLOT and/or such revised unit/building upon its completion as a whole.

9. The PURCHASER has absolutely no claim, right of any nature whatsoever other than in respect of exclusively and only the SAID PREMISES agreed to be purchased by him/her. The open spaces, unallotted space, terrace etc. shall and will remain exclusive the property and right of the **SELLER CUM OWNER CUM DEVELOPER** and the **SELLER CUM OWNER CUM DEVELOPER** are free to deal with the same without any interference, objection from the PURCHASER or such entity of any nature whatsoever, till the aforesaid flats are transferred to the said ENTITY (except the right of the PURCHASER under this Agreement being exclusively limited to the aforesaid Flat), the PURCHASER shall have absolutely no right over the same. It is expressly agreed that the **SELLER CUM OWNER CUM DEVELOPER** have liberty to sell, assign, transfer or otherwise deal with such rights, title and interest, structures, constructions including the open spaces, and unallotted space, terrace etc. in the SAID PLOT at such terms, prices and conditions as the **SELLER CUM OWNER CUM DEVELOPER** may deem fit and proper at their entire discretion and the PURCHASER shall in no way obstruct, interfere, object thereof including the construction of the further building in the SAID PLOT.

10. (a) The **SELLER CUM OWNER CUM DEVELOPER** shall have the first lien and paramount charge on the SAID PREMISES agreed to be acquired by the PURCHASER under this Agreement. Any delay or indulgence by the

**SELLER CUM OWNER CUM DEVELOPER** in enforcing the terms of this agreement or any forbearance or giving time to the PURCHASER shall not be considered as a waiver on the part of the **SELLER CUM OWNER CUM DEVELOPER** of any breach or non-compliance of any terms and conditions of this agreement by the PURCHASER nor shall the same in any manner prejudice the remedies of the **SELLER CUM OWNER CUM DEVELOPER**.

(b) 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/plot/building, as the case may be.

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

(d) Wherever in this Agreement it is stipulated that the PURCHASER has to make any payment, in common/proportionately with other purchaser/buyer in Project, the same shall be in proportion to the carpet area of the SAID PREMISES to the total carpet area of all the buildings/project. For such calculations, areas of exclusive balconies, verandas, and/or terraces shall be added to the carpet areas of respective purchaser/buyer.

(e) 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.

(f) The execution of this Agreement shall be complete only upon its execution by the **SELLER CUM OWNER CUM DEVELOPER** and registration before the sub-registration within the time limit prescribed by the Registration Act and the **SELLER CUM OWNER CUM DEVELOPER** will attend such office and admit execution thereof and only hereafter this Agreement shall be deemed to have been executed.

11. All inspections by the PURCHASER when the construction work is in progress shall be at the entire risk of the PURCHASER and the **SELLER CUM OWNER CUM DEVELOPER** shall not be liable in any manner in case of any such injury to the PURCHASER or any person on their behalf.

12. That all notices to be served on the PURCHASER and the **SELLER CUM OWNER CUM DEVELOPER** as contemplated by this Agreement shall be deemed to have been duly served if sent to the PURCHASER or the **SELLER**

**CUM OWNER CUM DEVELOPER** by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of PURCHASER	Name of the <b>SELLER CUM OWNER CUM DEVELOPER</b>
(PURCHASER's Address)	Address of <b>SELLER CUM OWNER CUM DEVELOPER</b>
Notified Email ID:	Notified Email ID
Mobile No.	Mobile No.

It shall be the duty of the PURCHASER and the **SELLER CUM OWNER CUM DEVELOPER** 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 **SELLER CUM OWNER CUM DEVELOPER** or the PURCHASER, as the case may be.

13. a. If at any time prior or thereafter to/upon the execution of the Deed of Conveyance and handing over the respective premises to the PURCHASER as stipulated in this Agreement, the Floor Area Ratio/FSI presently applicable to the SAID PLOT are increased, such increase/benefits, privileges shall ensure for the benefit of the **SELLER CUM OWNER CUM DEVELOPER** alone without any rebate/right to the PURCHASER.

14 (a) Dispute Resolution :- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which 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, there under.

(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 the state of Goa which will have the jurisdiction for this Agreement

15. The possession of the SAID PREMISES has not been delivered and the sale/conveyance of the same shall be by appropriate documents under the terms stated hereinabove.

### **SCHEDULE - I**

#### **PROPERTY NO. 1**

##### **Schedule**

**All that distinct and well demarcated portion/plot of land admeasuring an area of 514:50 (Five Hundred Fourteen Point Fifty) square meters surveyed under Chalta No. 112 (part) of P.T. Sheet No. 125 of Vasco City being part and parcel of the larger Plot identified under No.9 admeasuring an area of 897.00 square meter independently and separately surveyed under Chalta No. 112 of P.T Sheet No. 125 of Vasco City which by itself is part of the bigger property known as Dumoleachi Numochi or Nelly situated at vaddem within the limits of Mormugao Municipal Council Taluka and Sub District of Mormugao South Goa District Goa not described in the Land Registration Office of Salcete but enrolled in the Taluka Revenue Office under Matriz No. 108 totally admeasuring an area of 8560:00 square meters and bounded as follows:  
On the North: Portion of properties with Chalta Nos. 98/125 and 32/96**

**On the South: Plot of Chalta No. 113 of P. T. Sheet No.95**

**On the East: Come de Oiteiro and Chalta No. 32/96**

**On the West: 6:00mts wide road and remaining portion of Chalta No. 112 of P.T Sheet No. 125.**

**PROPERTY NO. 2**

**Schedule**

**All that one of the sub divided plot identified under plot no. 10 admeasuring an area of 600.00 (Six Hundred) square meters being part and parcel of the larger property, which itself is the southern portion of the larger property identified under Plot B totally admeasuring an area of 3933.50 square meters of the property known as Aforamento Lote No. 6 or Aforamento situated at Vaddem within the limits of Mormugao Municipal Council, Sub District of Mormugao South Goa Goa described in the Land Registration Office under Matriz No. 378 surveyed under Chalta No. 32 of P.T. Sheet No.96 of Vasco City admeasuring an area of 6809.00 square meters and the same is bounded as follows:**

**On the North: Plot No.9 of the same property**

**On the South: Property of Bossuet De Gama**

**On the East: Property of the same lote now belonging to Goa Shipyard Ltd. and road**

**On the West: the property of Bousset de Gama.**

**Property No. 3**

**Schedule**

**All that property being part and parcel of the larger property Dumoleachi Numochi or Nelly situated at Vaddem vasco da Gama within the limits of Mormugao Municipal Council Taluka and Sub District of Mormugao District of South Goa State of Goa not described in the Land registration office of Salcete but enrolled in the Taluka Revenue office under Matriz No. 108 and surveyed under Chalta No.98 of P.T.Sheet No. 125 of vasco City totally admeasuring an area of 2160:00 (Two Hundred One Hundred Sixty) square meters (though Form D mentions the area of 2204:00 square meters).**

**Schedule**

**All that distinct and well demarcated portion plot of land identified as plot B admeasuring an area of 550:00 (Five Hundred Fifty) square meters being part and parcel of the Said Property which is more particularly described in the Schedule I and the Said Plot bounded as follows:**

**On the North: MMC tar road**

**On the South: Plot belonging to Mr. D' Cunha**

**On the East: Property belonging to Mr. Karandikar**

**On the West: Plot of the same property**

**AMALGAMATED PROPERTY/PLOT**

**(Property No.1, Property no. 2 and property no. 3)**

**All that Amalgamated above three properties now after amalgamation the area is 1,664.00 square meters and surveyed under Chalta No. 145, PT sheet No. 125 and now bounded as under;**

**On the North : By P T Sheet no. 96, Chalta No. 31,32 and PT Sheet No. 125 of Chalta No. 145.**

**On the South : By P T Sheet no. 125, Chalta No. 113.**

**On the East : By P T Sheet no. 125, Chalta No. 145 and PT Sheet No. 96A of Chalta No. 1.**

**On the West : By P T Sheet no. 125, Chalta No. 98,112.**

**SCHEDULE – II**

**ALL THAT flat identified under flat identified under Flat No. .... flat identified**

under Flat No. .... admeasuring carpet area of ..... (.....) square metres or super built-up area of ..... (.....) square metres besides exclusive balcony with carpet are of ..... (.....) square metres, exclusive terrace area of ..... (.....) square metres on the ..... floor in the building known as '.....' alongwith corresponding proportionate floor area/undivided share in the SAID PLOT which is more particularly described in SCHEDULE – I hereinabove written and right to exclusive use of covered parking identified under No. ... and are better shown delineated in red boundary line on the plan annexed hereto and the flat is bounded as under:

On the North: By .....

On the South: By .....

On the East: By .....

On the West: By .....

### SCHEDULE-III

#### PAYMENT SCHEDULE

Sr.No.	Detail	Amount
01	On signing this Agreement	
02	On completion of 1 <sup>st</sup> Slab	
03	On completion of 2 <sup>nd</sup> Slab	
04	On completion of 3 <sup>rd</sup> Slab	
05	On completion of 4 <sup>th</sup> Slab	
06	On completion of roof Slab	
07	On completion of masonry	
08	On completion of plastering	
09	On Handing Over possession	
	Total	

### SCHEDULE-IV

#### Building Specification and Amenities.

**STRUCTURE:** Approved R.C.C. framed structure

**WALLS:** To be built in Cement blocks/Bricks/Laterite stone masonry in cement mortar

**PAINTING:** External will be in Apex/Apex Ultima and internal will be in Emulsion.

**KITCHEN:** Modular Kitchen with provision for Hob and Chimney and platform to be provided of with Granite top with stainless steel sink with drain board and ceramic tiles dado at height 60 cms.

**ELECTRICAL INSTALLATION:** All electrical work will be of concealed copper wiring with sufficient number Premium fittings of Legrand or similar premium brands.

**PLUMBING:** Plumbing will be of concealed internally with APVC/CPVC pipes with Premium Grohe/Kholer fittings or similar brand.

**WINDOWS:** All windows shall be of powder coated heavy duty aluminum/UPVC or equivalent.

DOORS: Main door and frame will be of teak wood with necessary superior finished brass/chrome finish hardware fittings and all internal door frames shall be of with flush door with Veneer/Laminate finish.

FLOORING: Flooring will be of verified in the entire apartment. All bathroom tiles shall be of Anti-Skid tile with a dado up to ceiling height.

BATHROOM & W.C.: Premium brand Floor/Wall mounted WC, wash basin, and Diverter /Mixer with shower and necessary fittings.

STAIRCASE and Passages. : All staircase area shall be provided with Kotta flooring with MS railings. Stilt portion shall be provided with IPS flooring.

State of the art amenities are provided by the **SELLER CUM OWNER CUM DEVELOPER** to the PURCHASER which includes a 24 hours power back of common areas and elevators, swimming pool, club house, health club, play area, entrance lobby, guest lounge, security cabins, society office etc. which shall be commonly used by the residents of the building.

**EXTRA WORK**: Any extra work executed by the **SELLER CUM OWNER CUM DEVELOPER** at the request of the PURCHASER shall entitle the **SELLER CUM OWNER CUM DEVELOPER** to receive from the PURCHASERS such prices as per the prevailing market rate for such work and the decision of the Architect of the **SELLER CUM OWNER CUM DEVELOPER** in this regard shall be final and binding

Note: This Agreement’s stamp paper and registration charges shall be borne by the PURCHASER.

IN WITNESS WHEREOF the parties hereto have subscribed their respective hands and seals to these presents in the presence of Two witnesses on the day, year and place first hereinabove written.

**SIGNED AND DELIVERED by the**

**Within named “SELLER CUM OWNER CUM DEVELOPER ”**

\_\_\_\_\_

**MR. UMESH VITHOBHA DESAI**

**Left Hand Thumb Impression**

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**Right Hand Thumb Impression**

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**SIGNED AND DELIVERED by the  
Within named "PURCHASER"**

\_\_\_\_\_  
**MR.**

**Left Hand Thumb Impression**

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**Right Hand Thumb Impression**

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**SIGNED AND DELIVERED by the  
Within named "CONFIRMING PARTY"**

\_\_\_\_\_  
**MRS.**

**Left Hand Thumb Impression**

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**Right Hand Thumb Impression**

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**WITNESSES**

1. \_\_\_\_\_

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