

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on thisth day of March 2018, at Margao, Salcete - Goa.

BETWEEN

1. **Mr. AMEYA SURESH DESSAI**, son of late Mr. Suresh Jairam Desai, Sole Proprietor of **SUSON REALTORS**, aged 29 years, business, married, holder of PAN Card No.:AKBPD8504H, Aadhar Card No.:879541644397, Mob.: -9049981215, resident of Flat No. A1/3, Bldg A, Supreme Park, Behind Power House, Aquem- Alto, Margao, Salcete, Goa, hereinafter referred to as the **"OWNER CUM DEVELOPER"** (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include all his legal representatives, successors, executors and administrators) of the **FIRST PART**.

AND

2. **MRS. LATA SURESH DESSAI alias SUCHITA SURESH DESSAI**, wife of late Suresh Dessai, aged 62 years, retired, widow, holder of PAN Card No. AIMPP2074K, Aadhar Card No. 556618225393 and
3. **MRS. SNEHA AMEYA DESSAI alias SNEHA SADA RAUT DESSAI**, daughter of Mr. Sada Raut Dessai, aged 26 years, Housewife, married, holder of PAN Card No.:BIZPR9749B, Aadhar Card No.:269794343256, both resident of Flat No. A1/3, Bldg A, Supreme Park, Behind Power House, Aquem- Alto, Margao, Salcete, Goa and hereinafter collectively referred to as **"OWNERS"** (which expression shall, unless repugnant or contrary to the context or meaning thereof, shall mean and include all their heirs, legal representatives successors, executors and administrators) of the **SECOND PART**.

AND

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

All the parties to this Agreement are Indian Nationals.

WHEREAS within the jurisdiction of Village Panchayat of Curtorim, there exist a Plot of land surveyed under Survey No.448/1-M having an area of 533 square metres which plot is more particularly described in the Schedule I hereto and is hereinafter referred to as the Said Plot or Project Land;

AND WHEREAS the Said Plot is part and parcel of landed property named as "FURANDONGOR" also named as "FURANDONGORO" originally situated partly within the Village Panchayat of Curtorim and within the Village Panchayat of Sao Jose de Areal, Taluka and Sub District of Salcete, District of South Goa, State of Goa, described in the Land Registration office under No. 2674, old series and enrolled in the Land Revenue office of Salcete under No. 732 and identified in the records of rights of Curtorim village Survey No. 448/0 (village Curtorim) and Sao Jose De Areal village under and Survey Nos. 28 and 29 (village Sao Jose de Areal) which landed property named as "FURANDONGOR" is hereinafter referred to as the Said Entire Property;

AND WHEREAS the Said Entire Property is bounded : On the East by the Land of Comunidade of Curtorim and others ; On the West by the Land of Comunidade of Margao, Comunidade of Davorlim and others ; On the North by a Hill top and On the South by a Road and by Land of Comunidade of Sao Jose de Areal and others ;

AND WHEREAS Ms. Ermina Fernandes and others filed a Civil Suit being Special Civil Suit No. 242/1985/A in the Court of Civil Judge Senior Division, Margao against Avelina Gomes and others for partition of the Said Entire Property wherein the Hon'ble Court passed a Preliminary Decree dated 28th February 1986 declaring the shares of the parties of the suit and appointing Mr. Anthony Diniz, Engineer as Commissioner to divide the Said Entire Property as per the shares of the respective Parties mentioned therein ;

AND WHEREAS based upon the Preliminary Decree dated 28th February 1986, the Commissioner Mr. Anthony Diniz, Engineer divided the Said Entire Property into the sub divided plots and submitted the Commissioner Report with the plan to the Hon'ble Court in the Special Civil Suit No. 242 of 1985/A ;

AND WHEREAS the Hon'ble Civil Judge Senior Division passed an Judgment and Decree dated 26th June 1986 in the Special Civil Suit No. 242 of 1985/A and accordingly the plots carved out from the Said Entire Property allotted to the respective parties of the Suit in accordance with their respective shares ;

AND WHEREAS in terms of Judgment and Decree Passed dated 26th June 1986 in the Special Civil Suit No. 242 of 1985/A, Dr. Harmano dos Remedios Rodrigues and his wife Mrs. Marta Viegas (who are owners of 1/8th share of the Said Entire Property) was allotted 7 (seven) separate and distinct Plots identified by letter "B" having total area of 42,897.50 square metres situated within the limits of Village Panchayat of Curtorim surveyed under Survey No. 448/0 of Curtorim village, Salcete Taluka;

AND WHEREAS before filing of the Special Civil Suit No. 242 of 1985/A, Dr. Harmano dos Remedios Rodrigues and his wife Mrs. Marta Viegas entered into an Agreement for Sale dated 27/12/1983 with Mr. Inesio Almeida Coutinho, Managing Partner of M/s Reliance Real Estates for sale of their 1/8th share in the Said Entire Property ;

AND WHEREAS pursuant to allotments of Plot B (42,897.50 square metres) comprises of seven plots to Dr. Harmano dos Remedios Rodrigues and his wife Mrs. Marta Viegas, M/s Reliance Real Estates developed the portion of the Said Entire Property including Plot B having total an area of 10,803.90 square metres by sub dividing the same into further sub plots by obtaining permissions/licenses from the concerned departments/authorities including the Conversion Sanad 23/03/1988 issued by Sub Divisional Officer, Margao, Final NOC dated 13/03/1989 issued by Village Panchayat of Curtorim etc ;

AND WHEREAS the part of the Said Entire Property including the Plot B having total area of 10,803.90 square metres developed by M/s Reliance Real Estates is situated within the limits of Village Panchayat

of Curtorim and surveyed under Survey No. 448/0 of Curtorim village, Salcete Taluka is hereinafter referred to as the Said Property;

AND WHEREAS Mr. Benedicto alias Benedict Joseph Fernandes entered into an Agreement of Sale dated 02/07/1987 with M/s Reliance Real Estate for purchase of the Said Plot being Plot No.C-17 having an area of 533.86 square metres of the Said Property for total consideration of Rs. 66,000/- (Rupees Sixty Six Thousand Only) ;

AND WHEREAS Mr. Benedicto alias Benedict Joseph Fernandes purchased the Said Plot being Plot No.C-17 having an area of 533.86 square metres from M/s Reliance Real Estate and others by virtue of Deed of Sale dated 22.05.1992 under Serial No. 1154, duly registered in the office of Sub Registrar of Salcete at Margao, Goa under Registration No. 1647 at pages 459 to 471, Book No. I, Volume No. 244, dated 30.07.1992 ;

AND WHEREAS in the Deed of Sale dated 22.05.1992, the number of the Civil Suit was wrongly mentioned as Special Civil Suit No.42/1985 instead of Special Civil Suit No. 242/1985 which has been rectified by execution of Deed of Rectification dated 01.08.2009, duly registered in the office of the Sub-Registrar of Salcete at Margao under Registration No. 4651, at pages 88 to 99, Book No. I, Volume No. 3578, dated 23.10.2009 ;

AND WHEREAS after following due procedure of law, Mr. Benedicto alias Benedict Joseph Fernandes obtained the separate survey number being Survey Number 448/1-M (533 square metres) of village Curtorim, Taluka Salcete to the Said Plot from the Deputy Collector of Margao, Goa in the Partition proceeding registered as Case No. LRC/PART/CURTORIM/316/2015/I;

AND WHEREAS Mr. Benedicto alias Benedict Joseph Fernandes and his wife namely Mrs. Alma Nanfa Fernandes sold the Said Plot to the OWNER CUM DEVELOPER Mr. Ameya Suresh Dessai and the CONFIRMING PARTY by virtue of Deed of Sale dated 27/07/2017 duly registered in the office of Sub Registrar of Salcete at Margao, Goa under Book -1 Document Registration Number MGO-BK1-03454-2017 CD Number MGOD114 on date 27/07/2017 ;

AND WHEREAS in view of above, the OWNER CUM DEVELOPER alongwith OWNERS became the lawful owners in exclusive possession of the Said Plot ;

AND WHEREAS after purchasing the Said Plot, the OWNER CUM DEVELOPER alongwith OWNERS have carried out the mutation with respect to the Said Plot based on the Deed of Sale dated 27/07/2017 and at present the name of the OWNER CUM DEVELOPER alongwith OWNERS is figuring in the Form I & XXIV of the Said Plot ;

AND WHEREAS the OWNER CUM DEVELOPER is son of the OWNER namely MRS. LATA SURESH DESSAI alias SUCHITA SURESH DESSAI and husband of the OWNER namely MRS. SNEHA AMEYA DESSAI alias SNEHA SADA RAUT DESSAI ;

AND WHEREAS the OWNER CUM DEVELOPER and the OWNERS have arrived on internal understanding that the OWNER CUM DEVELOPER shall develop the Said Plot by constructing the building (Ground Floor + two floors) consisting of stilt parking, shops and flats at his cost and the premises of the said building shall sell by the OWNER CUM DEVELOPER to the third party and shall received the entire consideration towards the same;

AND WHEREAS based upon the aforesaid internal understanding between them, the OWNER CUM DEVELOPER has for the purpose of development of the Said Plot by constructing the building (ground + two floor) consisting of stilt parking, shops and flats obtained all license /permissions/ NOC'S from various authorities such as Technical Clearance Order dated 30/10/17 under Ref. NO.29703/Curt/448/1-M/17/4261 from the Town and Country Planning Department, Margao, NOC dated 02/11/2017 under Ref. No.PHCC/NOC/2017-18/1131 from Primary Health Centre, Curtorim, Construction Licence dated 16/11/2017 under Ref. No.VPC/2017-18/16 from the Village Panchayat of Curtorim;

AND WHEREAS in view of above, the OWNER CUM DEVELOPER is entitled to develop Said Plot by constructing the building on the Said Plot and have named the Real project as SUSON ENCLAVE ;

AND WHEREAS the OWNER CUM DEVELOPER pursuant to the above approvals/permissions have offered for sale of **flats/shops** to intending buyers of such premises of the said Real Estate Project "**SUSON ENCALVE**" and/or the said Project Land or undivided shares therein by way of execution and registration of requisite Deed of Sale ;

AND WHEREAS the PURCHASER has approached the OWNER CUM DEVELOPER to purchase the Flat bearing **No.-----**, situated on the **----- Floor** in the Building **of** the Real Estate Project "**SUSON ENCLAVE**".

AND WHEREAS the OWNER CUM DEVELOPER has entered into a standard Agreement with an Civil Engineer namely Mr. Yatindra Naik registered with the Town and Country Planning Department, Goa and such Agreement in accordance with law ;

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

AND WHEREAS the OWNER CUM DEVELOPER has appointed a Civil Engineer and structural Engineer namely Mr. Yatindra Naik for the preparation of the structural design and drawings of the building and the OWNER CUM DEVELOPER accepts the professional supervision of the Engineer and the structural Engineer till the completion of the building.

AND WHEREAS the OWNER CUM DEVELOPER has sole and exclusive right to sell the flats/shops in the said building to be constructed by the OWNER CUM DEVELOPER on the Project Land and to enter into Agreement/s with the customers/purchasers of the Apartments to receive the Sale Consideration (defined herein below) in respect thereof.

AND WHEREAS on demand from the PURCHASER, the OWNER CUM DEVELOPER has given inspection to the PURCHASER of the Title Certificate of the Advocates certifying the right / entitlement of the

OWNER CUM DEVELOPER and authenticated copy of the documents relating to the Project Land and the plans, designs and specifications prepared by the OWNER CUM DEVELOPER's Engineer MR. YATINDRA D. NAIK and of such other documents as are specified under the RERA and the Rules and Regulations made there under, and the PURCHASER after getting fully satisfied with the title of the Project Land, approvals, sanctions and plans obtained by the OWNER CUM DEVELOPER has agreed to purchase the said Flat;

AND WHEREAS the authenticated copies of Certificate of Title issued by the Advocate of the OWNER CUM DEVELOPER certifying the right/entitlement of the OWNER CUM DEVELOPER and the CONFIRMING PARTY and authenticated copies of documents showing the nature of the title of the OWNER CUM DEVELOPER and the CONFIRMING PARTY to the Project Land on which the Apartments are constructed have been handed over to the PURCHASER before the execution of this Agreement and also the authenticated copies of the plans as approved by the concerned Local Authority have been handed over to them instead of annexing to this Agreement ;

AND WHEREAS the OWNER CUM DEVELOPER has got all the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building and shall, if required, obtain any other approvals from an authorities from time to time, so as to obtain Completion Certificate and Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plan concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the OWNER CUM DEVELOPER while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.

AND WHEREAS the OWNER CUM DEVELOPER have already commenced construction of the said building and the construction of the

first floor of the building is completed in accordance with the said approved/proposed plan.

AND WHEREAS the PURCHASER have approached to the OWNER CUM DEVELOPER for construction and sale of an Flat **Bearing No.-----**, situated on the ----- **Floor** in the Building, being constructed in the said Real Estate Project SUSON ENCLAVE. The same is more fully and particularly described in **THIRD SCHEDULE** herein under and hereinafter referred to as the "**SAID APARTMENT**" for the sake of brevity.

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

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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

has agreed to pay to the OWNER CUM DEVELOPER the balance of the Sale Consideration in the manner appearing hereinafter.

AND WHEREAS, under section 13 of RERA the OWNER CUM DEVELOPER is required to execute a written Agreement for sale of said Apartment with the PURCHASER, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the OWNER CUM DEVELOPER hereby agrees to sell and the PURCHASER hereby agrees to purchase and acquire the said Apartment.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.
2. The OWNER CUM DEVELOPER with the consent of the OWNERS shall construct the building (Ground + two Floors) consisting of stilt parking, shops and flats in the said Real Estate Project named as SUSON ENCLAVE on the Project Land in accordance with the plans, designs and specifications as approved by the competent authority from time to time. Provided that the OWNER CUM DEVELOPER shall has to obtain prior consent in writing of the PURCHASER in respect of variations or modifications which may adversely affect the Apartment of the PURCHASER except any alteration or addition required by any Government authorities or due to change in law.

3. PURCHASE OF THE APARTMENT AND SALE CONSIDERATION;

- 3.1. The PURCHASER hereby agrees to purchase from the OWNER CUM DEVELOPER and the OWNER CUM DEVELOPER hereby agrees to sell to the PURCHASER the **SAID APARTMENT No. ----- of carpet area admeasuring ----- square meters** as per RERA

with exclusive balcony/balconies area admeasuringsquare meters, on**floor** in the building named as SUSON ENCLAVE and more fully and particularly described in the **Third Schedule** herein under and as shown hatched with red color in the Floor Plan thereof annexed and marked Annexure 'D1' for the Sale Consideration of **Rs.-----/- (Rupees -----Only)**.

- 3.2. In addition to the carpet area of the said Apartment mentioned hereinabove, there are certain common areas and facilities appurtenant to the Apartment, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** written hereunder, the usage of the same shall be in common with the other Flat Purchaser(s)/ occupants/users.
- 3.3. As an amenity provided along with the said Apartment, the OWNER CUM DEVELOPER has earmarked for the exclusive use of the PURCHASER covered parking space bearing No....., situated at stilt of Building (hereinafter referred to as "said Car Parking") and as shown hatched with red color in the Floor Plan thereof annexed hereto and marked Annexure 'D2'. The said Car Parking is provided as an irrevocable amenity without consideration however the PURCHASER will be bound to abide with the rules and regulations as may be framed in regard to the said Car Parking/s by the OWNER CUM DEVELOPER and/or the Society or Association of the PURCHASER and shall pay such outgoings in respect of the said Car Parking/s as may be levied by Society or Association.
- 3.4. The OWNER CUM DEVELOPER has proposed to enclose exclusive balconies attached to the living room and bed room/s of the said Apartment and the PURCHASER hereby has given consent for such enclosing of balconies and has also agreed that no separate consent in writing of the PURCHASER in respect of this is required.
- 3.5. The PURCHASER has paid on or before execution of this agreement a sum of **Rs.-----/- (Rupees -----Only)** as advance payment and hereby agrees, to pay to that OWNER CUM DEVELOPER the balance amount of **Rs.-----/- (Rupees -----Only)** in the following manner :

- a) Amount of **Rs.-----/- (Rupees -----Only)** (being 50% of the total consideration) to be paid to the Owner Cum Developer after the execution of Agreement.
- b) Amount of **Rs.-----/- (Rupees -----Only)** (being 5% of the total consideration) to be paid to the Owner Cum Developer on completion of the Second Floor slab of the building in which the said Apartment is located.
- c) Amount of **Rs.-----/- (Rupees -----Only)** (being 10% of the total consideration) to be paid to the Owner Cum Developer on completion of the Third Floor slab of the building in which the said Apartment is located.
- d) Amount of **Rs.-----/- (Rupees -----Only)** (being 10% of the total consideration) to be paid to the Owner Cum Developer on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- e) Amount of **Rs.-----/- (Rupees -----Only)** (being 5% of the total consideration) to be paid to the Owner Cum Developer on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- f) Amount of **Rs.-----/- (Rupees -----Only)** (being 5% of the total consideration) to be paid to the Owner Cum Developer on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- g) Amount of **Rs.-----/- (Rupees -----Only)** (being 10% of the total consideration) to be paid to the Owner Cum Developer on completion of the, electrical fittings, entrance lobby/s, plinth protection and all other requirements as may be prescribed in the Agreement of sale of the building in which the said Apartment is located.
- h) Balance Amount of **Rs.-----/- (Rupees -----Only)** (being 5% of the total consideration) against and at the time of

handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate.

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

3.7 The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority, Local Bodies and/or Government from time to time. THE OWNER CUM DEVELOPER undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the Competent Authorities etc., the OWNER CUM DEVELOPER shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

3.8 The OWNER CUM DEVELOPER may allow, in his sole discretion, a rebate for early payments of equal installments payable by the PURCHASER by discounting such early payments @ 9 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate

shall not be subject to any revision/withdrawal, once granted to an PURCHASER by the Owner Cum Developer .

3.9The OWNER CUM DEVELOPER shall confirm the final carpet area that has been allotted to the PURCHASER after the construction of the Building is complete and the occupancy certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total price sale consideration payable for the carpet area shall be recalculated upon confirmation by the OWNER CUM DEVELOPER. If there is any reduction in the carpet area within the defined limit of 3% (three percent), then OWNER CUM DEVELOPER shall refund the excess money paid by PURCHASER within 45 (forty-five) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to PURCHASER, the OWNER CUM DEVELOPER shall demand additional amount from the PURCHASER towards Sale Consideration, which shall be payable by the PURCHASER prior to taking possession of the Premises as per the next milestone of the Payment Plan. It is clarified that the payments to be made by the OWNER CUM DEVELOPER, as the case may be, under this Clause 3.9, shall be made at the same rate per square meter as agreed in Clause 3.1 above. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3.1 of this Agreement.

The PURCHASER authorize the OWNER CUM DEVELOPER to adjust/appropriate all payments made by her/his/their under any head(s) of dues against lawful outstanding, if any, in her/his/their name as the Owner Cum Developer may in his sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Owner Cum Developer to adjust her/his/their payments in any manner.

4. The OWNER CUM DEVELOPER hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plan or thereafter

and shall, before handing over possession of the Apartment to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

5. Time is essence for the Owner Cum Developer as well as the Purchaser. The Owner Cum Developer shall abide by the time schedule for completing the Real Estate Project and handing over the Apartment to the Purchaser and the common areas to the association of the Purchaser after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be.

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

6. The Owner Cum Developer hereby declares that the Floor Space Index available as on date in respect of the Project Land is 319.80 **square meters** only and the Owner Cum Developer has utilized Floor Space Index of 319.04 **square meters**. The Purchaser has agreed to purchase the said Apartment based on the understanding that any additional FSI by availing of TDR or by payment of premiums or FSI available as incentive FSI or any increase in FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Real Estate Project, shall belong to OWNER CUM DEVELOPER only.

7. **HANDING OVER POSSESSION:**

- 7.1. The Owner Cum Developer shall give possession of the Apartment to the Purchaser on or before 15/11/2020. Provided that the Owner Cum Developer shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of :

- a) war, civil commotion or act of God or any force majeure events;

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

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

7.3. If the Purchaser fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then the Purchaser shall pay to the Owner Cum Developer interest at the rate that may be specified in the RERA Rules, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the rate that may be specified in the RERA Rules.

7.4. Without prejudice to the right of the Owner Cum Developer to charge interest at the Interest Rate mentioned at Clause 7.3 above, and any other rights and remedies available to the Owner Cum Developer, either (a) on the Purchaser committing default in payment on the due date of any amount due and payable by the Purchaser to the Owner Cum Developer under this Agreement (including her proportionate share of taxes levied by the concerned local authority and other outgoings) and/or (b) the Purchaser committing 3 (three) defaults of payment of the installments of the Sale Consideration, the Owner Cum Developer shall be entitled to, at his own option and discretion, terminate this Agreement. Provided

that, the Owner Cum Developer shall give a notice of 15 (fifteen) days in writing to the Purchaser ("Default Notice"), by Registered Post A.D at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser , of its intention to terminate this Agreement with detail/s of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Owner Cum Developer within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest thereon, then at the end of the Default Notice the Owner Cum Developer shall be entitled to terminate this Agreement by issuance of a written notice to the Purchaser ("Owner Cum Developer Termination Notice"), by Registered Post A.D at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser . On the receipt of the Owner Cum Developer Termination Notice by the Purchaser , this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Sub-Clause, the Owner Cum Developer shall be entitled to (i) deal with and/or dispose of or alienate the Apartment and car parking space in the manner as the Owner Cum Developer may deem fit without any reference or recourse to the Purchaser ; and (ii) the Owner Cum Developer shall be entitled to adjust and recover from the Purchaser (a) pre-determined and agreed liquidated damages equivalent to 5% of the total consideration towards liquidated damages along with any losses that may accrue to the Owner Cum Developer , by reason of such termination including any diminution in sale price or market value of the Apartment prevailing at the time of termination, (b) brokerage fees (c) all other taxes and outgoings, if any due and payable in respect of the Apartment upto the date of Owner Cum Developer Termination Notice, (d) the amount of interest payable by the Purchaser in terms of this Agreement from the date of default in payment till the date of Owner Cum Developer Termination Notice as aforesaid . Further, upon termination of this Agreement, the Owner Cum Developer shall not be liable to pay to the Purchaser any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Purchaser any Government Charges

such as Service Tax, VAT, GST, Stamp Duty, Registration Fees etc. Within a period of 30 (thirty) days of the Owner Cum Developer Termination Notice, the Owner Cum Developer shall after deduction of the aforesaid Amounts, refund the balance amount of the Sale Consideration to the Purchaser simultaneously, with the Owner Cum Developer and the Purchaser executing and registering the Deed of Cancellation of this Agreement, the stamp duty, registration fee and other costs and expenses whereof shall be borne and paid by the Purchaser entirely. Upon the termination of this Agreement, the Purchaser shall have no claim of any nature whatsoever on the Owner Cum Developer and/or the Apartment and/or the car park/s and that the receipt of the said refund by cheque from the Owner Cum Developer by the Purchaser by registered post acknowledgement due at the address given by the Purchaser in these presents whether the Purchaser accept/s or encash/s the cheque or not, will amount to the said refund and the refund amount accepted by the Purchaser is in full satisfaction of all her claim under this Agreement and/or in or to the Apartment.

8. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Owner Cum Developer in the said building and the Apartment as are set out in Schedule-IV hereto annexed hereto.

9. PROCEDURE FOR TAKING POSSESSION:

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

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

9.3. FAILURE OF PURCHASER TO TAKE POSSESSION OF APARTMENT:

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

9.4. Within 15 (fifteen) days of the receipt of the Possession Notice, the Purchaser shall be liable to bear and pay her proportionate share, i.e., in proportion to the carpet area of the Apartment , of outgoings in respect of the Real Estate Project and the said Property including inter-alia, local taxes, infrastructure charges, betterment charges, other indirect taxes of every nature, or such other levies by the concerned Local Authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, watchmen/chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the said Plot. Until the Society is formed and the Society is duly registered, the Purchaser shall pay to the Owner Cum Developer such proportionate share of outgoings as may be determined by the Owner Cum Developer at his sole discretion. The Purchaser further agrees that till the Purchaser 's share are so determined by the Owner Cum Developer, at his sole discretion, the Purchaser shall pay to the Owner Cum Developer a provisional monthly contribution of Rs.500/- (Rupees Five Hundred only) per month towards the outgoings. The amounts so paid by the Purchaser

to the Owner Cum Developer shall not carry any interest and shall remain with the Owner Cum Developer until the Maintenance Society is duly executed and registered. On the registration of the Society, the aforesaid deposits, less any deductions as provided for in this Agreement, shall be paid by the Owner Cum Developer to the Society.

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

12. FORMATION OF THE SOCIETY:

- 12.1. The Purchaser along with other Purchaser (s) of Apartments in the Real Estate Project shall join in forming and registering a Maintenance Housing Society or Association to be known by SUSON ENCLAVE or such other name as the Owner Cum Developer may decide.
- 12.2. For this purpose, the Purchaser shall, from time to time, sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Maintenance Society or Association and for

becoming a member, including the bye-laws or the Memorandum and/or Articles of Association of the proposed Society and duly fill in, sign and return to the Owner Cum Developer within 7 (seven) days of the same being forwarded by the Owner Cum Developer to the Purchaser , so as to enable the Owner Cum Developer to register the Society. No objection shall be taken by the Purchaser 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, as the case may be, or any other Competent Authority.

12.3. The Society shall admit all Purchaser of the Apartment/(s) in the said Real Estate Project as members, in accordance with its bye-laws.

12.4. The Owner Cum Developer shall be entitled, but not obliged to, join as a member of the Society in respect of the unsold Apartments in the Real Estate Project, if any.

12.5. Post the registration n of the Society, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Purchaser shall extend the necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

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

13. HAND OVER THE POSSESSION TO THE SOCIETY:

- 13.1. The Owner Cum Developer shall, within 3 (three) months of registration of the Society or Association, as aforesaid, cause to be handed over to the Society or Association all the common amenities in the Project Land as well as the Building in which the said Apartment is situated.
- 13.2. Post the Society handover the possession of common amenities and the building, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, including any common areas facilities and amenities and the Owner Cum Developer shall not be responsible for the same.
14. The Purchaser shall before delivery of possession of the Apartment keep deposited with the Owner Cum Developer, the following amounts:
- a) Rs. 510/- for share money, application entrance fee of the Society .
 - b) Rs. 3000/- for formation and registration of the Society.
 - c) Rs. 30,000/- for deposit towards provisional monthly contribution towards outgoings of Society.
 - d) Rs 78,200/- For Deposit towards Water, Electric, and other utility and services connection charges.
 - e) The above amounts are not refundable and no accounts or statements will be required to be given by the Owner Cum Developer to the Purchaser in respect of the above amounts deposited by the Purchaser with the Owner Cum Developer save and except for amount received under Clause 12 (d) above. The amounts as mentioned in this Clause shall be deposited by the Owner Cum Developer in a separate bank account. The above amounts are exclusive of applicable taxes levied from time to time and shall be borne and paid by the Purchaser as and when required.
15. The Purchaser shall pay to the Owner Cum Developer a sum of Rs.25,000/- (Rupees twenty five thousand only) for meeting all the legal costs, charges and expenses, including professional costs of

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

16. The Owner Cum Developer shall execute the Deed of Sale in favour of the purchaser individually and the Owner Cum Developer shall form the Maintenance Housing Society for maintaining the building and common amenities of the project namely SUSON ENCLAVE.
17. At the time of registration of conveyance of the Apartment of the building in favour of the Purchaser or other purchaser of the apartment of the building, the Purchaser shall pay to the Owner Cum Developer the stamp duty and registration charges payable, by her individually on such conveyance or any document or instrument of transfer in respect of the Apartment of the said Building.
18. **REPRESENTATION AND WARRANTIES OF THE OWNER CUM DEVELOPER:**

The Owner Cum Developer hereby represents and warrants to the Purchaser as follows; subject to what is stated in this Agreement and all its Schedules and Annexures and subject to what is stated in the Title Certificate and subject to the RERA Certificate:

- i. The 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 Real Estate Project;
- ii. The Owner Cum Developer has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Real

Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;

- iii. There are no encumbrances upon the Project Land;
- iv. There are no litigations pending before any Court of law with respect to the Project Land or the Real Estate Project;
- v. All approvals, licenses and permits issued by the Competent Authorities with respect to the Real Estate Project, the Project Land and said building is valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, the Project Land and said building/s shall be obtained by following due process of law and the Owner Cum Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project, the Project Land, Buildings and common areas;
- vi. The 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 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 Project Land, including the Real Estate Project and the said Apartment which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii. The Owner Cum Developer confirms that the Owner Cum Developer is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement;
- ix. After registration of the Society, the Owner Cum Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the building to the Association of the Purchaser ;

- x. The 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 Real Estate Project to the Competent Authorities till the Society take the possession of the building and its common amenities and thereupon the same shall be borne by the Society;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Owner Cum Developer in respect of the Project Land.
19. The Purchaser /s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Owner Cum Developer as follows:
- i. To maintain the Apartment at the Purchaser own cost (to be borne and paid by Purchaser) in good and tenantable repair and condition from the date on which the possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or are likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment, on

account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

- iii. To carry out at her/his/their own cost (to be borne and paid by Purchaser) all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Owner Cum Developer to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the 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 Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Owner Cum Developer and/or the Society.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to enclose the passages, if any, forming part of the said Apartment without the previous written permission of the Owner Cum Developer and/or the said Organization and of the concerned authorities;

- vii. Not to affix air conditioner/s at any other place other than those earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the said Building in any manner whatsoever;
- viii. Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the said Apartment/Building in any manner whatsoever.
- ix. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- x. Pay to the Owner Cum Developer within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- xi. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Purchaser for any purposes other than for purpose for which it is sold.
- xii. The Purchaser shall not let, sub-let, transfer, assign, sell, lease, give on leave and license or part with the interest or benefit factor of this Agreement or part with the possession of the Apartment or any part thereof or dispose of or alienate otherwise howsoever, the Apartment or any part thereof and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, the Sale Consideration and all other amounts payable by the Purchaser to the Owner Cum Developer under this Agreement, are fully and finally paid together with the applicable interest thereon (if any)
- xiii. The Purchaser shall observe and perform all the rules and regulations which the Society 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 regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xiv. Till a conveyance of the Apartment in favour of the purchaser and other purchasers of the building, the Purchaser shall permit the Owner Cum Developer and his surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
- xv. The Purchaser shall not at any time do any work in the said Apartment, which would jeopardize the soundness or safety of the said Building or prejudicially affect the same;
- xvi. The Purchaser shall not cause any damage to the, staircases, common passages or any common facilities or any other parts of the said Building including the said Apartment;
- xvii. To pay all amounts agreed or liable to be paid by the Purchaser pursuant to this Agreement and to observe and perform the terms, conditions, provisions, stipulations and covenants contained in this Agreement (and on the part of the Purchaser to be paid observed and performed) as far as the same are required to be paid observed and performed by the Purchaser and shall keep the Owner Cum Developer indemnified against all actions suits and proceedings and all costs, charges, expenses, fines, penalties, levies and damages incurred or suffered by or caused to or levied or imposed on the Owner Cum Developer by reason of non-payment non-observance and/or non-performance thereof;

- xviii. The Owner Cum Developer shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the un-disposed apartment/s in the said Building but the Purchaser will pay all such charges without any dispute;
- xix. The open spaces, common entrances, common passages, ducts, staircases, in the said Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Purchaser shall not use or permit the use of common passages, ducts, open spaces, lobbies, and staircases in the said Building for storage or for use by servants at any time;
- xx. The Purchaser shall not display at any place in the said Apartment/Building, any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common areas therein or in any other place or on the window, doors and corridors of the said Building;
- xxi. Neither the Purchaser nor the Society, as and when it is formed shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to, the Owner Cum Developer under this Agreement and the Purchaser and the said Society, as and when it is formed, shall be bound and liable to render to the Owner Cum Developer, all necessary assistance and co-operation, to enable it to exercise and avail of the same;
- xxii. In the event of Purchaser carrying out any unauthorized construction / modification or has caused any damage to the said Apartment or any portion of the said Building or any structure, facility or amenity on the said Project Land, then the Purchaser shall rectify and make good all such defects, repairs and unauthorized changes within 7 (seven) days from the date of receipt of a written notice from the Owner Cum Developer, the said Society and/or the concerned government, local or public bodies or authorities in that regard;

20. The Owner Cum Developer shall maintain a separate account in respect of sums received by the OWNER CUM DEVELOPER from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the maintenance Co-operative Society or association or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
21. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment/s or of the said Project Land and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to her and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Owner Cum Developer until the said apartment of the building is transferred to the purchasers/s individually and thereafter handover of the common amenities to the Society as hereinbefore mentioned.
22. **OWNER CUM DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE;**

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

23. **BINDING EFFECT:**

Forwarding this Agreement to the Purchaser by the Owner Cum Developer does not create a binding obligation on the part of the Owner Cum Developer or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan as per clause 3.5 above, within 30 (thirty) days from the date of its receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Owner

Cum Developer. If the Purchaser (s) fails to execute and deliver to the Owner Cum Developer this Agreement within 30 (thirty) days from the date of its intimation and/or appear before the Sub-Registrar for its registration as and when intimated by the Owner Cum Developer, then the Owner Cum Developer shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.

24. ENTIRE AGREEMENT:

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

25. RIGHT TO AMEND;

This Agreement may only be amended in writing by necessary documents between the parties hereto.

26. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASER S:

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

27. SEVERABILITY:

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

28. METHOD OF CALCULATION OF PROPORTIONATE SHARE:

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

29. 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.

30. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Owner Cum Developer and the CONFIRMING PARTY at the Owner Cum Developer's Office or at some other place which may be mutually agreed between the Owner Cum Developer and the Purchaser , and after the Agreement is duly executed by the Purchaser and the Owner Cum Developer or simultaneously with the execution the said Agreement, shall be registered at the office of the

Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Margao, Goa.

31. The Purchaser and/or the Owner Cum Developer shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Owner Cum Developer will attend such office and admit execution thereof.
32. All notices to be served on the Purchaser and the Owner Cum Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the 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 :

,

(Purchaser Address): .

Notified Email ID:

Owner Cum Developer name:

Address:

Notified Email ID:

It shall be the duty of the Purchaser and the 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 A.D failing which all communications and letters posted at the above address shall be deemed to have been received by the Owner Cum Developer or the Purchaser , as the case may be.

33. **JOINT PURCHASERS:**

In case there are Joint Purchaser all communications shall be sent by the Owner Cum Developer to the Purchaser whose name appears

first and at the address given by him/her, which shall for all intents and purposes be considered as properly served on all the Purchaser .

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

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

35. **DISPUTE RESOLUTION:**

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

36. **GOVERNING LAW:**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts of Law in Margao, will have the exclusive jurisdiction with respect to all the matters pertaining to Agreement.

37.That the possession of the said Apartment is not handed over to the Purchaser by execution of this Agreement .

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

FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the Said Property)

ALL THAT PLOT OF LAND having an area of 533 square metres situated within the Village Panchayat of Curtorim, Curtorim village, Salcete Taluka, District of South Goa, State of Goa and now surveyed under Survey No.448/1-M, Curtorim village, Salcete Taluka.

The Said Plot of land having an area of 533 square metres is earlier marked as Plot No. C-17 which Plot of land is carved out or sub divided from the Plot No. B (10,803.90) square metres alongwith part of the Said Entire Property developed by M/s Reliance Real Estates situated within the limits of Village Panchayat of Curtorim and surveyed under Survey No.448/0 of Curtorim village, Salcete Taluka, which developed portion is part and parcel of the property named as “FURANDONGOR” also named as “FURANDODGORO” situated partly within the village Panchayat of Curtorim and within the Village Panchayat of Sao Jose de Areal, Taluka and Sub District of Salcete, District of South Goa, State of Goa, described in the Land Registration office under No. 2674, old series and enrolled in the Land Revenue office of Salcete under No. 732 and identified in the records of rights of Curtorim village and Sao Jose De Areal under Survey No. 448 of village Curtorim and Survey Nos. 28 and 29 of village Sao Jose de Areal.

The Said Plot of land is bounded in terms of sub divided plan approved by the Village Panchayat of Curtorim as under :-

On the North : by the Plot No. C-10

On the South : by 20 metres wide road

On the East : by partly the Plots Nos.C-18 and C-19

On the West : by the Plot No. C-16

SECOND SCHEDULE ABOVE REFERRED TO:

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

- i. The entire land for the Real Estate Project,

- ii. The stair cases and lobbies and common entrances and exits of buildings;
- iii. The common terraces, open parking areas;
- iv. Installations of central services such as electricity, water and sanitation, system for water conservation and renewable energy;
- v. The water tanks, well, septic tanks, sumps, motors and all apparatus connected with installations for common use;
- vi. All community and commercial facilities as provided in the real estate project;
- vii. All other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;

THIRD SCHEDULE ABOVE REFERRED TO:

(Description of the Said Apartment)

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

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

OWNER CUM DEVELOPER for self and constituted attorney of OWNERS

L.H.S. Prints

R.H.F. Prints

PURCHASER

L.H.S. Prints

R.H.F. Prints

WITNESSES:-

(1) _____

(2) _____

Annexure "E"

(Standard Specifications and Description)

1. Building:

2. It is a R.C.C. (Reinforced Cement Concrete) framed structure of columns, beams and slabs.
3. The internal partition wall will be of 4 inch and the external wall will be of 9 inch thick, brick/laterite /cement blocks/AAC Blocks masonry.
4. The external walls will be coated with cement plaster and Paint.
5. The internal walls will be coated with cement plaster with water proof wall putty with distemper paint
6. Provision for entrance to the compound with gates.
7. Internal Street lights and common passages.
8. Stilt parking and open parking in front of the building
9. Roof: Sloping Roof will Provided over with Mangalore Tiles or equivalent Tiles.

10. Flooring:

Wall to wall 2'x2' vitrified ceramic tile flooring with flush skirting.

11. Kitchen:

Granite kitchen platform top fined and stainless steel sink.

12. Window height glazed tiles dado for Kitchen Upto 1.05 mm height above Platform.
13. Electrical points, refrigerator, mixer, etc.

14. Toilet:

Full height tiling of reputed brand

European type commode with flush valve/Tank

15. Wash basin

16. Instant geyser point

17. cera/hindware or equivalent make hot and cold water fitting with good quality overhead shower.

18. Doors:

Main Door frame to be provided by Matti Wood or Akashi Wood.

Main Door is to be provided by penal second Class tick wood.

All others Doors to be provided by readymade lush door with pre caste concrete frames

19. Reputed brand of key lock for main door and night latch for door.

20. Aluminum door frame and Aluminum PVC shutter door for toilet

Windows:

3/4" section powder coated aluminum sliding windows with 4 mm clear glass

window in living room and in other rooms

Adjustable aluminum louvers with semitransparent glass in toilet

All Balcony doors to be provided by four track Aluminum sliding door with 5 mm clear glass.

21. Electricals:

Concealed electrical wiring of reputed brand with modular switch system

MCB for complete protection of electrical installations from overload and short circuit

Ac point in bedroom