

AGREEMENT FOR SALE

This Agreement for Sale (“**Agreement**”) is made at Goa on this _____ day of _____, 2024

by and between:

1. **M/S NEWERA SOLUTIONS PRIVATE LIMITED**, a private limited company incorporated under the Companies Act, 1956, holding Pan Card bearing no. **AABCH0537R**, having its registered office at 149/5, Kilokri, Ring Road, New Delhi – 110014, represented through its authorized signatory MR. _____ duly authorized vide Resolution dated _____ hereinafter referred to as “**FIRST PROMOTER (DEVELOPER)**”(which expression shall where the context requires unless repugnant to the meaning thereof, be deemed to mean and include his legal representatives, executors, administrators, transferees and assigns) of the **ONE PART**.

AND

2. **EVERGREEN VILLAMENT LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, with registered No. **ACA-8473**, having PAN Card Bearing No. **AAKFE3526** having its Registered address at 149/5 G/F, Kilokri Village, Delhi – 110014 and its Principal Place of Business at 185/4-B, Anjuna Village Road, Anjuna Junction , Anjuna, North Goa, Goa-403509 represented through its Authorized Signatory/Representative, _____, **403001** duly authorized vide

Resolution dated _____, hereinafter referred to as the '**OWNER**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its Partners, heirs, executors, administrators, successors, legal representatives and assigns) of the **SECOND PART**, hereinafter referred to as the "**SECOND PROMOTER (OWNERS)**" which expression shall unless repugnant to the context be deemed to mean and include its Designated Partners, Partners, last surviving Partners, legal representatives, executors, administrators, successors, assigns jointly and or severally wherever the context or meaning shall so require or permit) of the **SECOND PART**.

AND

3. MR.. _____, holder of pan card bearing no. AHCPG9415A holder of Aadhaar card bearing No. _____, an Indian National(s), aged about _____ years, son of Mr. _____ Occupation: _____ residing/having address at _____ hereinafter referred to as the "**ALLOTTEES**" or "**PURCHASERS**" (which expression shall mean and include the female gender and the plural, and unless it be repugnant to the context or meaning thereof include his/her/their respective heirs executors administrators and permitted assigns, and in the case of a partnership firm the partners for the time being thereof, the survivors or last survivor of them and the heirs, executors and administrators of the last survivor of them and his/her/their/its permitted assigns, and in the case of a company/ society/ limited liability partnership, its successors and permitted assigns, and in all cases all persons claiming by under or through such Allottee including his/her/their/its successors-in-interest) of the Other/ **THIRD Part**.

The FIRST PROMOTER (DEVELOPER) and SECOND PROMOTER (OWNER) are hereinafter collectively referred to as “**Promoters**”. The FIRST PROMOTER (DEVELOPER), SECOND PROMOTER (OWNER) and the ALLOTTEE/ALLOTTEES/PURCHASER/PURCHASERS are hereinafter collectively referred to as “**Parties**”

RECITALS:

WHEREAS there exists an immovable property known as “GOTTONINCHEM BATT” or “GOTNICHEM BATLEM” or “GOTTOMCHEMCATTA”, admeasuring an area of 8600 sq. mts., presently surveyed under Survey no. 185/4 of Anjuna Village, along with the house standing thereon bearing house no. 877/1.(which is 877 as per Village Panchayat records) of the Village Panchayat of Anjuna-Caisua, District of North Goa and State of Goa, wholly described in the Land Registration office of Bardez under no. 206 at page 140v of Book B old 2nd, bearing old cadastral Survey no.3667 of Anjuna Village, situated within the Jurisdiction of Village Panchayat of Anjuna-Caisua, Taluka and Sub-District of Bardez, District of North Goa, State of Goa, more clearly described in particularly **SCHEDULE I** herein under written and shall hereafter be referred to as the **SAID LARGER PROPERTY**, for the sake of brevity.

AND WHEREAS the Said Larger Property described under No. 206 at folio 140v of Book B-2/OC was recorded in the Old Cadastral survey under survey no. 3667 of Anjuna Village and corresponded to the new survey no.185/4 of Anjuna Village, admeasuring a total area of 8600 sq. mts.

AND WHEREAS the Said Larger Property originally belonged to Manuel Jose de Abreu and his wife Maria Berengaria Fernades Abreu.

AND WHEREAS that from the said Old Cadastral Survey No.3667 read with The Registo do Agrimensor, Auto do Demarcasao, Inscription and Description Certificates, The Deed of Gift of , the new promulgated survey records of the said Larger Property in favour of Mr. Manuel Jose de Abreu and his wife Maria Berengaria Fernandes Abreu daughters namely, Angela Mericia de Abreu, Zita dos Anjos de Abreu, Maria Filomena Azulina de Abreu and Ana Maria Rosa de Abreu.

AND WHEREAS vide Deed of Gift dated 18/09/1946, the said Angela Merida Especopsa Conceicao de Abreu gifted her one forth share in the Said Larger Property in favor of Zita Maria dos Anjos de Abreu and Ana Maria Rosa de Abreu.

AND WHEREAS vide another Deed of Gift dated 18/09/1946, the said Maria Filomena Angelina de Abreu gifted her one forth share in the Said Larger Property in favor of Zita Maria dos Anjos de Abreu and Ana Maria Rosa de Abreu.

AND WHEREAS vide will dated 18/09/1946, the said Zita Maria Dos Anjos de Abreu bequeathed her share of the Said Larger Property in favor of Ana Maria Rosa de Abreu.

AND WHEREAS vide Deed of Sale dated 15/01/1971, registered before the Sub Registrar of Bardez, Mapusa-Goa under Registration No. 4211 of Book No. 1, Volume No.47 at pages 217 to 229 on 01/03/1971, the said Ana Maria Rosa de Abreu sold the Said Larger Property along with other properties in favor of Antonio Cleto Pedro Sequeira.

AND WHEREAS vide Deed of will and Deed of Acquiescence dated 06/03/1990, the Said Larger Property was bequeathed to Antonio Alito Sebastiao Sequeira by his Parents viz. Antonio Cleto Pedro Sequeira and Maria Diana Sa e Sequeira.

AND WHEREAS after the death of Maria Diana Sa e Siqueira alias Maria Diana Siqueira, a Special Civil Suit bearing no. 32/2006/B, of the Court of the Civil Judge Senior Division, Mapusa, was instituted by Antonio Ralino Pio de Sequeira and his wife Mrs. Christina Mascarenhas Sequeira, as plaintiffs therein against Mr. Antonio Cleto Pedro Sequeira, Mrs. Maria Fatima Siqueira e De Souza and her husband Mr. Kenneth Martin

De Souza, Mr. Antonio Alito Sebastiao Sequeira and his wife Mrs. Suman Khanolkar, Mrs. Maria Celia Siqueira e Rebeiro and her husband Mr. Savio Rebeiro, as defendants therein, for declaration and partition of the properties of the estate of late Maria Diana Sa e Siqueira alias Maria Diana Siqueira, widow of Antonio Cleto Siqueira and mother of Antonio Ralino Pio de Sequeira, Mrs. Maria Fatima Siqueira e De Souza, Antonio Alito Sebastiao Sequeira and Mrs. Maria Celia Siqueira e Rebeiro, which included the Said Larger Property, bearing Survey no. 185/4 of the Village Anjuna, Bardez, Goa, admeasuring 8600 sq. mts, along with the house bearing no. 877/1 (which is 877 as per Village Panchayat records) standing thereon, which Special Civil Suit bearing no. 32/2006/B, of the Court of the Civil Judge Senior Division, Mapusa, was settled by the said parties amicably and mutually and was decreed vide Compromise Decree dated 13th April 2006, wherein the said Antonio Ralino Pio de Sequeira and his wife Mrs. Christina Mascarenhas Sequeira were allotted the exclusive rights and ownership of the Said Larger Property bearing Survey no. 185/4 of Village Anjuna along with the residential house bearing House no. 877/1 (which is 877 as per Village Panchayat records) of Anjuna Village, which settlement/Compromise/Consent Decree, was in the nature of a family settlement.

AND WHEREAS thereafter the said Mrs. Christina Mascarenhas Sequeira, expired on 05/09/2010 and upon her death an Inventory Proceeding bearing no. 133/2013/A, was instituted in the Court of the Civil Judge Senior Division, at Mapusa, by her husband/widower, Mr. Antonio Ralino Pio Sequeira alias Mr. Antonio Ralino Pio Siqueira, wherein it was held that the said Mrs. Christina Mascarenhas Sequeira, expired leaving behind her husband and moiety holder, Mr. Antonio Ralino Pio Sequeira and her daughter Miss. Izel Sequeira alias Izel Siqueira as her sole and universal heir, in which Inventory Proceeding bearing no. 133/2013/A, the Said Larger Property bearing Survey no. 185/4 of Anjuna Village along with the house bearing no. 877/1 (which is 877 as per Village Panchayat records) of Village Panchayat Anjuna was listed as Item no. I and the

“Said Larger Property” was allotted, equally, to Mr. Antonio Ralino Pio Siqueira and her/his daughter Miss. Izel Siqueira.

AND WHEREAS thereafter Mr. Antonio Ralino Prio Siqueira and Miss. Izbel Siqueira, got the said property, admeasuring 6015 sq. mts., partitioned from the Said Larger Property bearing survey no. 185/4 of Anjuna Village and this property was issued a new survey no. 185/4-B of Anjuna Village, for an area admeasuring 6015 sq. mts. and this property is more clearly described in **Schedule II** hereunder written and shall hereinafter be referred to as the “Said Property”.

AND WHEREAS vide Deed of Sale dated 16th June,2023, registered in Book 1, under registration no: BRZ-1-3479-2023 dated 21.06.2023, Mr. Antonio Ralino Pio Siqueira and Ms. Izel Aneka Sequeira alias Izel Aneka Siqueira sold the said property, admeasuring 6015 sq. mts., surveyed under new survey no. 185/4-B of Anjuna Village, to the EVERGREEN VILLAMENT LLP, the Second Promoter Owner.

AND WHEREAS the name of the EVERGREEN VILLAMENT LLP stands exclusively recorded in the Survey Record of Rights i.e. the Form I & XIV of the Survey No.185/4-B of Anjuna Village i.e. the Said Property, as its sole occupants and there are no other entries of whatsoever nature in the said survey records (Form I & XIV) of the said property bearing survey no. 185/4-B of Anjuna Village.

AND WHEREAS thus, M/S EVERGREEN VILLAMENT LLP the SECOND PROMOTERS herein became the absolute owner in possession of the said Property

AND WHEREAS the First Promoter has entered into a joint development agreement dated 11/01/2024 with the Second Promoter for development of the said Property on terms and conditions and for the consideration more particularly mentioned therein.

AND WHEREAS pursuant to the said joint development agreement dated 11.01.2024, executed between the First Promoter and the Second Promoter, the Second Promoter has conferred unto the First Promoter the right to develop the said Property by way of constructing thereon a **RESIDENTIAL CUM COMMERCIAL PROJECT**, admeasuring a total of 5356.5 Sq.mts, comprising of total of 20 Shops and 110 Apartments along with private pool and common areas appurtenant thereto (hereinafter referred to as the "**said Project**"). A copy of the layout plan with respect to the Project is attached herewith.

AND WHEREAS the **SECOND PROMOTER** has registered the said project under the provision of the Real Estate (Regulation and development) Act, 2016 ("Act) bearing certificate no. PRGO04242201

AND WHEREAS, the Second Promoter have further, obtained the below mentioned permissions, approvals, licenses in connection the construction and development of the Said Project in the said Property titled "**MIRANTE**" viz:

A) **TECHNICAL CLEARANCE ORDER** No. TPB/9153/ANJ/TCP-2023/10290 issued by office of the Senior Town Planner Town & Country planning Dept., North-Goa District Office.

B) **CONSTRUCTION LICENCE NO.** VP/ANJ-Lic/2023-2024/4514 issued by Office of the Village Panchayat of Anjuna Caisua Bardez-Goa.

C) CONVERSION SANAD No. 4/421/CNV/ACIII/2023/103 issued by the Additional Collector III north Goa.

The Purchaser has approached the Promoters with a desire to purchase an APARTMENT (____ BHK) in the said Project bearing APARTMENT no. Tower _____, admeasuring _____ sq. mtrs of carpet area ,including a rights to use the Common Areas, in the said Project. The said APARTMENT/SHOP is situated on the _____ floor of tower ____ in the Project known as 'MIRANTE'. The said APARTMENT is marked by hatched lines on the plan annexed hereto and marked Annexure 1, hereinafter referred to as the “**SAID APARTMENT**” and more particularly described in the **SCHEDULE III** hereunder written;

The promoter have given inspection to the ALLOTTEES/PURCHASERS of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Builder/Owner's Architects Mr. Paresh Gaitonde B.E (Civil) AMIE FIV CHARTERED ENGINEER and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as “the said Act”) and the Rule and Regulations made thereunder; and the ALLOTTEES/PURCHASER has acknowledged the receipt of the same.

The authenticated copy of Opinion of Title issued by **ADV. SAVIO X. SOARES**, Advocate, showing the nature of the title of the Promoters to the said property on which the apartment and shops are being constructed, has already been handed over by the promoter to the

ALLOTTEES/PURCHASER, which the ALLOTTEES/PURCHASER admits to have received.

The authenticated copies of the plans of the Layout as approved by the concerned competent Authority has already been handed over by the builder/owner to the ALLOTTEES/PURCHASER and the ALLOTTEES/PURCHASER admits to have received the same. The authenticated copies of the plans of the said building, specifications and the layout as proposed by the promoter and according to which the construction of the building and open spaces are proposed to be provided for on the said project have already been handed over by the promoter to the ALLOTTEES/PURCHASER, which the ALLOTTEES/PURCHASER admits to have received.

The Promoters have informed and the ALLOTTEES/PURCHASER hereby confirms and acknowledges that the Project is being developed by the FIRST PROMOTER in a phase-wise manner as may be decided by the FIRST PROMOTER in its absolute discretion from time to time. The ALLOTTEES/PURCHASER further acknowledges and confirms that the First Promoter may, at any time, revise/modify the layout master plan of the Project, including but not limited to, permitting the construction of additional buildings, without affecting the said APARTMENT/SHOP, in such manner as the First Promoter may deem fit, in its sole discretion, subject to the applicable law. However, the same is further subject to the sanction of the competent authorities and/or may undertake revision and modification of any of the aforesaid phases, if required by the competent authorities.

The Promoters hereby declares that the Floor Area Ratio (FAR) available as on date in respect of the said Property is as mentioned in the approved plan and the First Promoter may utilize any balance FAR in respect of the balance Property in such a manner as the First Promoter deems fit and proper.

In the event of any additional FAR in respect of the said Property or any part thereof being increased as a result of any favorable relaxation of the relevant building regulations or increase in incentive FAR or otherwise, at any time, hereafter, the Promoters alone shall be entitled to the ownership and benefit of all such additional FAR for the purpose of the development and/or construction of structures, buildings on the said Property as may be permissible under applicable law and the corresponding right of the ALLOTTEES/PURCHASER in Said Property as may be permissible under applicable law and the corresponding right of the ALLOTTEES/PURCHASER in Said property pertaining to the said APARTMENT/SHOP shall stand adjusted / reduced on pro rata basis. ALLOTTEES/PURCHASER hereby agrees that the Promoter shall be entitled to utilize the additional FAR in the manner they desire and the Purchaser shall not in any way interfere with the utilization and shall have no right to interfere with the mode manner and utilization of FAR. The ALLOTTEES/PURCHASER shall not have any right or claim to the increased or additional FAR, even if the said increase or addition occurs after the execution of the Deed of Sale in favour of the ALLOTTEES/PURCHASER or proposed Society.

Prior to execution of this Agreement, the Purchaser has obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said

APARTMENT/SHOP, made inquiries thereon and is satisfied with respect (i) the title of the Second Promoter to Property, such title being clear and marketable, (ii) the right of the First Promoter to develop and construct on the said Property, (iii) the approvals and permissions obtained till date, (iv) the nature of the rights which the Purchaser would obtain to the APARTMENT/SHOP and also the shared rights of usage which he would obtain in the Common Areas, and (v) the right of the Promoters to sell the said APARTMENT/SHOP.

The ALLOTTEES/PURCHASER has prior to the date hereof examined a copy of the certificate of registration under the RERA Act and also caused the same to be examined by his advocates and planning and architectural consultants, and obtained their opinion thereon. The ALLOTTEES/PURCHASER has also examined all the documents uploaded by the promoter on the website of the RERA Goa as required by the RERA Act and the RERA Rules and has understood the documents and information in all respects.

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 hereinafter appearing.

The Promoters have agreed to sell to the ALLOTTEES/PURCHASER and the ALLOTTEES/PURCHASER has agreed to purchase and acquire from the Promoters the said APARTMENT/SHOP for the total consideration of **Rs. _____/- (Rupees _____ only)** as per the

payment plan more particularly described in the **SCHEDULE IV** and all other applicable taxes hereunder written and upon the terms and conditions mentioned in this Agreement.

Under section 13 of the RERA Act the Promoters are required to execute a written agreement for sale of the Said APARTMENT/SHOP with the ALLOTTEES/PURCHASER, being in fact these presents, and to also register the same under Registration Act, 1908.

In accordance with and subject to the terms and conditions set out in this Agreement, the Promoters hereby agree to sell to the Purchaser and the ALLOTTEES/PURCHASER hereby agrees to ALLOTTEES/PURCHASER and acquire from the Promoters the Said APARTMENT/SHOP.

This agreement shall be subject to the provisions of the RERA Act, the RERA Rules and all others Rules, Regulations, Office Orders, Circulars, Notifications and Rulings made there-under and/or by the Authority/Appellate Tribunal from time to time.

The recitals contained above form an integral and operative part of this Agreement for all legal purpose, as if the same were set out and incorporated herein seriatim.

The ALLOTTEES/PURCHASER shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the ALLOTTEES/PURCHASER proposes to cancel/withdraw from the

Project without any fault of the Promoter, (i) the Promoter herein are entitled to cancel the allotment of the Said APARTMENT/SHOP and forfeit the (i) Booking Amount paid for the allotment, (ii) Interest liabilities of ALLOTTEES/PURCHASER on delayed/unpaid payment by the ALLOTTEES/PURCHASER, (iii) interest and cost paid by the Promoter in respect of brokerage paid/payable by the promoter, and (iv) statutory payment namely, GST, Service Tax, VAT, etc., paid by the ALLOTTEES/PURCHASER. However, in case the amount paid by the ALLOTTEES/PURCHASER is less than the aforesaid amount of 10% of the Total Price of APARTMENT/SHOP, the entire money paid by the ALLOTTEES/PURCHASER shall be forfeited by the promoter. The Promoter shall return to the ALLOTTEES/PURCHASER the balance amount paid by the Allottee(s) on re-allotment of the Said APARTMENT/SHOP to subsequent new Allottee I buyer. The refund of the balance amount will be made to the Allottee on pro –rata basis as per payment received from new ALLOTTEES/PURCHASER. The Promoter shall inform the previous Allottee(s) the date of re-allotment of the Said APARTMENT/SHOP and also display this information on the official website of GOA RERA on the date of re-allotment.

The ALLOTTEES/PURCHASER agrees and confirms that in the event allotment of the Said APARTMENT/SHOP is cancelled, for any reason whatsoever, then the Promoters shall be entitled to re-book, allot, sell, lease, transfer, deal with and/or dispose of the Said APARTMENT/SHOP, without any interference or objection from the ALLOTTEES/PURCHASER, irrespective of the fact that whether the ALLOTTEES/PURCHASER has executed a cancellation deed other cancellation document or not.

AND WHEREAS the Promoters and the ALLOTTEES/PURCHASERS are now therefore executing this Agreement for Sale without Possession on the terms and Conditions mentioned herein below.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO AGREE RECORD DECLARE AND CONFIRM AS UNDER:

1. INTERPRETATION

- 1.1 The aforesaid recitals and the schedules and annexures hereto shall form an integral and operative part of this Agreement. The terms defined in the recitals shall carry the same meaning and connotation in the operative part of this Agreement also.
- 1.2 All subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);
- 1.3 Any reference to the singular shall include the plural and vice-versa;
- 1.4 Any references to the masculine, the feminine and/or the neuter shall include each other;
- 1.5 The schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;

- 1.6 References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- 1.7 Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- 1.8 References to a person (or to a word importing a person) shall be construed so as to include, an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity) and such person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement

2. PURCHASE OF THE SAID APARTMENT/SHOP AND SALE PRICE

- 2.1. The ALLOTTEES/PURCHASER hereby agrees to purchase and acquire from the Promoters, and the Promoters hereby agree to sell to the ALLOTTEES/PURCHASER the said APARTMENT/SHOP along with the shared right to use of the common areas ("**Common Areas**") appurtenant thereto, more particularly described in the **SCHEDULE**

III hereunder and as shown in the plan annexed hereto and marked **Annexure “1”**, on the said Property, more particularly described in the **SCHEDULE II**, for the sale price (“**Sale Price**”) of **Rs. _____/-** (**Rupees _____ Only** and additionally applicable taxes hereunder along with the right to use the common area, more particularly mentioned in the **SCHEDULE IV and V** hereunder. It is also agreed between the Parties that the Sale Price includes the proportionate undivided right, title and interests to use the shared Common Areas with respect of the said APARTMENT/SHOP.

2.2. The total price of the APARTMENT/SHOP includes the price of land, construction of [not only the APARTMENT/SHOP but also] common Area, internal development charge, external development charges, cost of providing electric wiring and electrical connectivity to the APARTMENT/SHOP, lift, water line and plumbing, finishing with paint, marbles, tiles, door, windows, in the common Area, maintenance charge etc. includes cost for providing all other facilities, amenities and specification, cost of fixtures as mentioned in specifications to be provided within the APARTMENT/SHOP in the Project (“**Total Price**”). The ALLOTTEES/PURCHASER agrees that the fixtures, if any, provided in the Said APARTMENT/SHOP/Project are mainly indicative and subject to change. The ALLOTTEES/PURCHASER further agrees and understands that the Promoter shall have no right to raise any dispute or claim with regards to the brand installed by the Promoter in the Said APARTMENT/SHOP and Project.

2.3. If there is any variation in the area of the Flat/Shop after the final measurements are taken, the final amount payable by the Purchaser will

be adjusted accordingly. Should the actual area of the Apartment/Shop, as determined by the final measurements, be greater than the area specified in this Agreement, the Purchaser shall pay the Seller an additional sum. Conversely, if the actual area of the Flat/Shop is found to be smaller than the specified area, the Promoter shall refund/adjust the Purchaser an amount calculated at the same rate.

3. MODE OF PAYMENTS:

- 3.1. With respect to any payments to be made by the ALLOTTEES/PURCHASER to the Promoters in terms of this Agreement, the ALLOTTEES/PURCHASER agrees, declares and confirms that on a written demand being made by the Promoters on the Purchaser with respect to a payment amount, the ALLOTTEES/PURCHASER shall pay such amount to the Promoters within 15 (fifteen) days of the Promoters' said written demand, without any delay, demur or default.
- 3.2. For the purpose of this Agreement, 10 % of the Sale Price is earnest money and is referred to herein as the "**Earnest Money**".
- 3.3. The ALLOTTEES/PURCHASER has paid before execution of this Agreement part-payment of the Sale Price of the said APARTMENT/SHOP, of a sum of **Rs.** _____/- (**Rupees** _____ **Only**) ("Booking Price"), towards Booking Amount being part payment towards the Total Price of the APARTMENT/SHOP at the time of application the receipt of which the Promoter hereby acknowledges and the ALLOTTEES/PURCHASER hereby agrees to pay the remaining price of the Said APARTMENT/SHOP as prescribed in the Payment Plan, hereunder written and hereby agrees to pay to the Promoters the balance amount of the Sale Price by installments as

more particularly described in the **SCHEDULE IV and V**.

- 3.4. In addition to the Sale Price, it is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, service tax, value added tax and all other indirect and direct taxes, duties and impositions applicable 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 APARTMENT/SHOP shall be borne and paid by ALLOTTEES/PURCHASER alone and the Promoters shall not be liable to bear or pay the same or any part thereof. Any default in payment of GST or other tax or levy aforesaid shall invite the same consequence as default in payment of any of the installments of the Sale Price as provided in these presents. Without prejudice to the aforesaid, the ALLOTTEES/PURCHASER shall not be entitled to claim possession from the Promoters and the Promoters shall not be liable to hand over possession of the said APARTMENT/SHOP until the Purchaser has in addition to the Sale Price paid the amount of GST or other tax or levy as aforesaid.
- 3.5. In the event of delay and/or default on the part of the Purchaser in making payment of any GST, Service Tax, VAT, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoters under this Agreement or under applicable law, the Promoters shall be entitled to adjust against any subsequent amounts received from the ALLOTTEES/PURCHASER, toward the said unpaid tax, levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.
- 3.6. The ALLOTTEES/PURCHASER shall, if liable under the applicable provisions of Sec.194-IA of the Income-tax Act, 1961 deduct tax at source (“**TDS**”) from

each installment of the Sale Price as required under the said Act. At present TDS of 1% of sale consideration and cost of construction shall be paid by the ALLOTTEES/PURCHASER as per the provision of section 194 1A of the Income Tax Act. The ALLOTTEES/PURCHASER shall cause the TDS Certificate to be issued in respect of the same in accordance with the provisions of the Income Tax Act, 1961 at the earliest, and in any event, not later than within the time prescribed therefore. Any default in payment of TDS (and facilitating credit therefore in favour of the Promoters) shall invite the same consequence as default in payment of any of the installments of the Sale Price as provided in these presents. Without prejudice to the aforesaid, the ALLOTTEES/PURCHASER shall not be entitled to claim possession of the said APARTMENT/SHOP from the Promoters and the Promoters shall not be liable to hand over possession of the said APARTMENT/SHOP until the ALLOTTEES/PURCHASER has furnished to the Promoters, TDS certificates for the entire amount of deduction as may have been paid to the account and credit of the Promoters. Further, without prejudice to the aforesaid, in the event of any loss of tax credit to the Promoters due to the ALLOTTEES/PURCHASERS failure to furnish such TDS certificate(s) from time to time, the ALLOTTEES/PURCHASERS shall be liable to make good such loss to the Promoters.

- 3.7. The Promoter shall not be responsible/accountable for any payment made in cash or through cheques to agent/broker/channel partner/any third person. The promoters shall also not be responsible/liable for any assurances, promises etc., given by agent/broker/channel partner/any third person regarding APARTMENT/SHOP/Project, Payment Plan, cost of the APARTMENT/SHOP, facilities in the APARTMENT/SHOP etc., which are not authorized by the Promoter

and/or is not given in the sale brochure, Booking Form and in this Agreement regarding the APARTMENT/SHOP. It is herein clarified that if the ALLOTTEES/PURCHASERS makes payment through cheques, and cheques is dishonored due to any reason whatsoever, the promoter shall be entitled to charge Rs. 1000/- per instance from the ALLOTTEES/PURCHASERS as fine/penalty.

- 3.8. If the Purchaser fails to make any payments on the stipulated date/ time/s as required under this Agreement, then, the Purchaser shall pay to the Promoters interest at the rate of 10% per annum in terms of this Agreement, 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 interest rate in terms of this Agreement.
- 3.9. Without prejudice to the right of the Promoters to charge interest at the interest rate in terms of this Agreement, and any other rights and remedies available to the Promoters, on the ALLOTTEES/PURCHASERS committing default in payment on due date of any amount due and payable by the Purchaser to the Promoters under this Agreement (including his proportionate share of taxes levied by concerned local authority and other outgoings), the Promoters shall be entitled to at their own option and discretion, terminate this Agreement, without any reference or recourse to the ALLOTTEES/PURCHASERS in accordance with Clause 12.3 herein (*Consequences of Default*).
- 3.10. The timely payment of all the amounts payable by the ALLOTTEES/PURCHASERS under this Agreement (including the Sale Price), is the essence of this Agreement. An intimation forwarded by the Promoters to the ALLOTTEES/PURCHASERS that a particular milestone of development has been achieved shall be sufficient proof thereof. The Promoters demonstrating dispatch of such intimation to the address of

the ALLOTTEES/PURCHASERS including by e-mail, shall be conclusive proof of service of such intimation by the Promoters upon the Purchaser, and non-receipt thereof by the Purchaser shall not be a plea or an excuse for non-payment of any amount or amounts.

- 3.11. The parties hereto agree that default of any payment or any taxes by the ALLOTTEES/PURCHASERS under this agreement, will disentitle the ALLOTTEES/PURCHASERS to the time frame mentioned herein for handling over possession and it shall then be the discretion of the Promoter in such cases, as to when to give possession of the Said APARTMENT/SHOP to the ALLOTTEES/PURCHASERS, if this agreement is not terminated by the Promoter for default in payment.

4. LOAN AND MORTGAGE

- 4.1. The ALLOTTEES/PURCHASERS shall be entitled to avail loan from a bank/financial institution and to mortgage the said APARTMENT/SHOP by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoters. The Promoters shall be entitled to refuse permission to the ALLOTTEES/PURCHASERS for availing any such loan and for creation of any such mortgage/charge, in the event the ALLOTTEES/PURCHASERS has defaulted in making payment of the Sale Price and/or other amounts payable by the ALLOTTEES/PURCHASERS under this Agreement.
- 4.2. All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said APARTMENT/SHOP, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said APARTMENT/SHOP, shall be solely and exclusively borne and incurred by the ALLOTTEES/PURCHASERS. The Promoters shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.

- 4.3. The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoters in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoters to receive the balance Sale Price and balance other amounts payable by the Allottee under this Agreement;
- 4.4. Notwithstanding the source of any payment, the Promoter shall issue the payment receipt only in favour of the ALLOTTEES/PURCHASERS and notwithstanding any such arrangement, under all circumstances, the ALLOTTEES/PURCHASERS is and shall remain solely and absolutely responsible for ensuring and making all the payment due even in the case of any bank, financial institution or company with whom a tripartite agreement has been separately executed for financing any payment for the Said APARTMENT/SHOP, any delay, shortfall in or denial of any payment to the Promoter shall be to the risk and consequence of the ALLOTTEES/PURCHASERS in terms hereof. In addition, the Promoter shall not be liable, responsible or accountable to any bank/financial institution for the refund of any monies advanced on behalf of the ALLOTTEES/PURCHASERS and the responsibility of the Promoter under any tripartite agreement shall, subject to performance of the terms hereof by the ALLOTTEES/PURCHASERS, be limited to facilitating the concerned bank/, financial institution/company to take the original executed conveyance deed or other deed. The ALLOTTEES/PURCHASERS shall be responsible and liable for making all payment to the person from whom he has borrowed the money and shall indemnify and keep the Promoter and keep the Promoter indemnified against all claims made against the promoter or the APARTMENT/SHOP by such person.

5. ALLOTTEE'S RIGHTS AND DUTIES

5.1. Right to Possession:

- i. The Promoters shall endeavor to complete the development on the said APARTMENT/SHOP and obtain completion certificate from the concerned local authority for the said APARTMENT/SHOP by the date as more particularly mentioned in **SCHEDULE VII** hereunder written (“**Completion**

Date”). The project is approved by the competent authorities and is within the timelines provided in the RERA registration for the project and the Promoters shall be entitled to an extension of 1 (one) year for giving delivery of the said APARTMENT/SHOP from the Completion Date, if the completion of the said APARTMENT/SHOP is delayed on account of any or all of the following factors, viz:

- a. Any force majeure event (including but not limited to, pandemics, lockdowns, strikes, natural disasters such as floods, earthquakes, cyclones, any other calamity caused by nature, tribunal commission, national green tribunal (NGT), board etc, and such other events that is in any way beyond the control of the Promoter etc.);
 - b. Any notice, order, rule, notification of the government and/or other public or competent authority/court;
 - c. Any stay order / injunction order issued by any court of law, competent authority, statutory authority;
 - d. Due to spread of epidemics, pandemics or outbreak of communicable diseases or by way of quarantines or because of national or national emergency.
 - e. Any other circumstance that may be deemed reasonable by the Real Estate Regulatory Authority; and
 - f. Due to spread of epidemics, pandemics or outbreak of communicable diseases or by the way of quarantine or because of national or national emergency.
- ii. After 7 (seven) days of the obtaining of completion certificate from the concerned competent authority, the Promoters shall give notice offering possession of the said APARTMENT/SHOP on a date specified therein to the

ALLOTTEES/PURCHASERS in writing (“**Possession Notice**”) in a bare shell condition with certain amenities, which amenities are more particularly described in **SCHEDULE VI**. It is clarified that the Promoters shall be liable to hand-over possession of the APARTMENT/SHOP to the ALLOTTEES/PURCHASERS only on receipt of all the installments of the Sale Price and all other amounts due and payable in terms of the **SCHEDULE IV and V** hereinunder written.

- iii. Upon receiving the Possession Notice from the Promoters as per Clause 5.1.ii above, the Purchaser shall take possession of the said APARTMENT/SHOP from the Promoters by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoters, and the Promoters shall give possession of the said APARTMENT/SHOP to the ALLOTTEES/PURCHASERS. The ALLOTTEES/PURCHASERS shall be deemed to have taken possession of the said APARTMENT/SHOP on the 15th day from the date of the Possession Notice (such date shall be the “**Deemed date of Possession**”). Irrespective of whether the ALLOTTEES/PURCHASERS takes or fails to take possession of the said APARTMENT/SHOP after issuance of the Possession Notice by the Promoters, the Purchaser shall become liable to pay Promoters Holding charges at the rate of INR 25/- per month per Sq mts. and maintenance charges (to the extent payable) and all other charges with respect to the said APARTMENT/SHOP, as applicable from the Deemed Date of Possession.

5.2. **Right in case of non-Completion:**

- i. If the Promoters fail to abide by the time schedule for completing and handing over possession of the said APARTMENT/SHOP to the Allottee on the

Completion Date (save and except for the reasons as stated in Clause 5.1.i, then the Purchaser shall be entitled to either of the following, viz:

a. Interest Rate:

Call upon the Promoters by giving a written notice by Courier/E-mail / Registered Post A.D. at the address provided by the Promoters ("**Interest Notice**"), to pay the Interest Rate for every month of delay from the Completion Date, on the Sale Price paid by the ALLOTTEES/PURCHASERS at the rate of 10% per annum. The interest shall be paid by the Promoters to the Purchaser till the date of offering to hand over of the possession of the said APARTMENT/SHOP by the Promoters to the ALLOTTEES/PURCHASERS; OR

b. Termination:

The Purchaser shall be entitled to terminate this Agreement by giving written notice to the Promoters by Courier/E- mail/Registered Post A.D. at the address provided by the Promoters ("**ALLOTTEES/PURCHASERS Termination Notice**"). On receipt of the Purchaser Termination Notice by the Promoters, this Agreement shall stand terminated and cancelled.

Within 30 (thirty) days of receipt of the ALLOTTEES/PURCHASERS Termination Notice, the Promoters and the ALLOTTEES/PURCHASERS shall execute a deed of cancellation evidencing the cancellation and termination of this Agreement simultaneous to which the Promoter shall refund to the Purchaser the amounts already received by the Promoters under this Agreement with the Interest at the Rate of 10 % to be computed from the Date of Completion as mentioned in Schedule VII till the date such amounts

with interest at the Interest Rate thereon are repaid. On such repayment of the amounts by the Promoters (as stated in this clause), the Purchaser shall have no claim of any nature whatsoever on the Promoters and/or the said APARTMENT/SHOP and the Promoters shall be entitled to deal with and/or dispose off the said APARTMENT/SHOP in the manner it deems fit and proper.

5.3. Right to Notice of Defect

If within a period of 5 (five) years from the date of possession or Deemed Date of Possession, whichever is earlier, the ALLOTTEES/PURCHASERS brings to the notice of the Promoters any structural defect in the said APARTMENT/SHOP or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at its own cost within a reasonable amount of time and in case it is not possible to rectify such defect, then the ALLOTTEES/PURCHASERS shall be entitled to receive from the promoter, compensation for such defect (at actuals) in the manner as provided under the RERA Act. It is clarified that the Promoters shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Purchaser or acts of third party(ies) or on account of any force majeure events including on account of any repairs /re-decoration/any other work undertaken by the Allottee in the said APARTMENT/SHOP.

5.4. Maintenance Charges

Within 15 (fifteen) days from the date of possession of the said APARTMENT/SHOP or deemed date of possession of the said APARTMENT/SHOP, whichever is earlier, the ALLOTTEES/PURCHASERS shall be liable to bear and pay his proportionate share i.e. in proportion to the area of the said APARTMENT/SHOP, of outgoings in respect of

the said APARTMENT/SHOP, and all other expenses necessary and incidental to the management and maintenance of the said APARTMENT/SHOP and shared Common Areas, as may be applicable. It is further clarified and agreed that the ALLOTTEES/PURCHASERS shall be liable to bear and pay such monthly contribution/maintenance charges from the date(s) specified in this Agreement irrespective of whether or not the Purchaser has taken possession of the said APARTMENT/SHOP. For the purposes of this clause, the expression "Promoters" shall include its nominee/s.

5.5. Miscellaneous and Other Charges

ALLOTTEES/PURCHASERS shall, before delivery of possession of the said APARTMENT/SHOP in accordance with this Clause 5.1.iii, deposit such amounts as mentioned in the **SCHEDULE V** hereunder written with the Promoters. The amounts that are already paid shall be non-refundable and can be appropriated by the Promoters and no accounts or statement will be required to be given by the Promoters to the Purchaser in respect of the above amounts deposited by the ALLOTTEES/PURCHASERS with the Promoters. The ALLOTTEES/PURCHASERS shall make payments of such amounts as more particularly mentioned in the **SCHEDULE V** hereunder to the bank account of the Promoters, as detailed in the **SCHEDULE VII** hereunder written. For the purposes of this clause, the expression "Promoters" includes its nominee/s.

6. FORMATION OF CO- OPERATIVE SOCIETY

6.1. The PURCHASER has on this day entered into an agreement with the BUILDER/OWNER, for maintenance of the said complex in which the SAID APARTMENT/SHOP is situated, vide a separate agreement, which shall be valid and binding for 36 months from the date of execution of these presents.

- 6.2. The PURCHASER/ALLOTTEES specifically agree to pay to the SECOND PROMOTER and or the Maintenance Organization/Society/Body/Association, if any formed, a monthly sum of Rs ____/- per sq. ft towards maintenance of the common amenities of the said Complex, on the monthly basis, post the expiry of 36 months from the date of execution of this Deed of Sale.
- 6.3. The PURCHASER does hereby covenant and undertake to be a member of any Maintenance Society/Association and to make necessary contributions to the said SOCIETY/ASSOCIATION/COMPANY, if any formed, and to pay all fees, deposits and maintenance charges to the said SOCIETY/ASSOCIATION/COMPANY.
- 6.4. Such Entity shall be responsible for:
- i. the administration, regulation and maintenance, of the said shared Common Areas and the APARTMENT/SHOP in the said Project;
 - ii. ensuring observance all the rules and regulations which the Entity may adopt at its inception and any additions, alterations and amendments thereof that may be made from time to time; and
 - iii. observance and performance of the rules, regulations and bye-laws for the time being of any concerned local authority and of any government or other public body.
- 6.5. Promoters shall for no separate or additional consideration, but at the costs of the Entity, transfer and convey to the Entity, as the nominee of all APARTMENT/SHOP-holders in the Project, the shared Common Areas of the Project, together with the amenities and facilities provided therein.

6.6. The Parties hereto agree that until the, (i) construction and development of all the APARTMENT/SHOPS in the Project, (ii) the sale and conveyance thereof , (iii) Promoters have received the full amounts due and receivable by them, and (iv) until the transfer and vesting of the shared Common Areas to and in the Entity referred to hereinabove, the authority of the Allottee and other acquirers of the units / APARTMENT/SHOPS in the Project shall be subject to the overall control and authority of the Promoters over all or any of the matters concerning the Project and the amenities and services provided therein.

6.7. The costs, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Entity in respect of the Project and the transfer and conveyance of the shared Common Areas in respect of the Project, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the advocates and solicitors engaged by the Promoters for preparing, drafting and approving all such documents, shall be borne and paid by such Entity and its members/intended members including the ALLOTTEES/PURCHASERS, and the Promoters shall not be liable to bear or pay any part thereof.

7. TRANSFER OF THE SAID APARTMENT/SHOP

The ALLOTTEES/PURCHASERS may transfer/assign this Agreement or any interest in this Agreement in favour of any third party, as may be permitted by the Promoters and subject to the payment to the Promoters the entire sale price and all the amounts payable under this agreement and subject to the rules and regulations of transfer as formulated by the Promoters at the time of such transfer, however, further, subject to the ALLOTTEES/PURCHASERS intimating the Promoters of such a transfer/assignment and introducing the transferee/assignee to the Promoters before the transfer/assignment.

The transfer, assignment or endorsement of allotment by the ALLOTTEES/PURCHASERS to any other Person/body corporate in its place, shall also be subject to:

- i. Receipt of written request from the Allottee(s) by the Promoter;
- ii. Clearing of all dues, payments, charges, deposits, etc., accrued interest on delayed payments, other costs and charges, Taxes and duties accrued as on the date of the transfer;
- iii. Payment of the administrative charges/transfer charges prevalent at that time by the Allottee as Prescribed by the Promoters along with the applicable Taxes, if any, The Promoters at its sole discretion may however allow first transfer of the allotment before execution of conveyance deed, free of cost. However, in case of any subsequent transfer the same shall be permissible on payment of a transfer fee of Rupees Two Lacs plus other charges, or such other fee/charges as prevailing at the time of desired transfer];
- iv. Signing/execution by the Allottee of such documents/applications as may be required by the Promoters;
- v. The Allottee obtaining no objection certificate/letter from the Promoter, Maintenance Agency and other competent authorities, as the case may be;
- vi. The assignee/transferee agreeing to comply with all formalities in this regard and executing such other documents as may be required by the Promoters; and
- vii. In case the transferor has secured any finance/loan against the APARTMENT/SHOP from any financial Institution/bank, a 'No Objection Certificate' from the financial institution/bank.

7.1 Any change in the name of Allottee(s) [including addition/deletion) as registered/recorded with the Promoter, shall be treated as substitution/transfer/assignment/ endorsement for the purpose of this clause and administrative

charges/transfer fee as decided by the Promoter shall be payable by the Allottee(s). The first transfer shall be free of cost. It is elaborated that administrative charges/transfer fee for substitution of his/her/its family members i.e. (husband, wife and own children and real brother/sister) of ALLOTTEES/PURCHASERS shall be free. The ALLOTTEES/PURCHASERS agree that administrative charges/transfer fee for substitution of his/her/its family members i.e. (husband, wife and own children and real brother/sister) where the ALLOTTEE/ PURCHASER is a Natural Allottee, group companies, subsidiaries, affiliates, associates, shareholders, partners etc., (where Allottee is a company, firm, or body corporate) shall be the same as for any normal substitution/ transfer/assignment/endorsement. The ALLOTTEES/PURCHASERS shall be solely responsible and liable for all legal, monetary or any other civil or evil consequences that may arise from such substitution.

7.2 In the event of death of the ALLOTTEES /PURCHASERS/Co- Allottees/ Co-Purchasers, the person on whom the rights of the deceased devolve by law of succession shall, within 30 days of devolution give notice of such devolution to the Promoters. The person on whom the rights of the deceased shall devolve will be liable to provide to the Promoters the requisite documents as required under the applicable law and also liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency or any other government agency.

The Allottee may only transfer/assign this Agreement or any interest in this Agreement in favour of any third party, as may be permitted by the Promoter and subject to the rules and regulations of transfer as formulated by the Promoter at the time of such transfer.

8. COVENANTS OF THE ALLOTTEE

The ALLOTTEES/PURCHASERS with intention to bind all persons into whose hands the said APARTMENT/SHOP may hereafter come, for the purpose *inter-alia* of

maintaining the value of the Project, and for ensuring that any easement in respect of any of the aforesaid remains unaffected hereby covenants with the Promoters as under, viz:

- 8.1.** not to use the said APARTMENT/SHOP for any purpose other than for which the said APARTMENT/SHOP is being acquired by them that is for residential use except with the prior written permission of the Promoters;
- 8.2.** not to do or suffer to be done anything in or to the said APARTMENT/SHOP, the Project, the shared Common Areas which may be against the rules, regulations or bye-laws of the concerned authorities;
- 8.3.** not to erect on the said APARTMENT/SHOP any construction / interior civil works, except after obtaining the prior sanction and permission of the concerned competent authority/ies and in accordance therewith, and to thereafter not at any time change/alter or make addition/s thereto or to the sanctioned and permitted user thereof except in accordance with the applicable regulations and after obtaining the prior permissions as may be required in that behalf;
- 8.4.** to maintain the said APARTMENT/SHOP (including sewers, drains, pipes) and appurtenances thereto at the Purchaser's own cost in good repair and condition,
- 8.5.** not to bring in or permit to be stored any goods in the said APARTMENT/SHOP which are hazardous or combustible or of dangerous nature or for carrying on any activity which may cause nuisance or annoyance to other allottee's of the APARTMENT/SHOP in the Project;
- 8.6.** not to obstruct, impede, hinder, interfere with or object to the Promoters or its affiliates completing the Project, in accordance with applicable law, whether prior to or subsequent to the Purchaser taking possession of the said APARTMENT/SHOP;
- 8.7.** to comply with the stipulations and conditions laid down by the Promoters/its designated site representative, the Entity with respect to all matters concerning the use and occupation of the said APARTMENT/SHOP, and use of the shared Common Areas;
- 8.8.** to maintain the aesthetics of the APARTMENT/SHOP in the Project and to

not do anything which may disrupt the quiet and peaceful enjoyment by all the other purchasers/occupants of the APARTMENT/SHOPS in the Project, respectively belonging to them;

8.9. not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said APARTMENT/SHOP into any part of the Common Open areas of the Project;

8.10. not to discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants in to the surface or other drains or the Common Open areas of the Project;

8.11. not to do or permit or suffer any person to do anything which may or is likely to endanger or cause any damage to the gardens, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities on the Project;

8.12. not to permit or cause any damage to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the common open areas of the Project;

8.13. not to violate and to abide by all rules and regulations framed by the Promoters or by any Entity for the maintenance and upkeep of the shared Common Areas on the Project Lands, and in connection with any interior / civil works that the Purchaser may carry out within the said APARTMENT/SHOP and to generally comply with all rules, regulations and bye-laws for the time being of the concerned authority and of government and other public bodies;

8.14. to pay and contribute regularly and punctually towards the taxes, expenses, maintenance charges, or other outgoings in accordance with the terms of this Agreement;

8.15. not to object or cause any impediment to the right and authority of the Promoters and its workmen, staff, employees, representatives and agents to enter upon the Project for the purpose of repair and maintenance of any common service, utility or facility;

8.16. not to obstruct, cause or permit any form of obstruction whatsoever whether by

way of depositing or leaving any of the article, item or thing of whatsoever nature, movable or otherwise, including any planters or other ornamental objects on any portion of the common open areas of the Property;

8.17. to rectify and make good any breach or default to any of the covenants contained in this clause, without prejudice to any rights and remedies available to the Promoters, at its sole cost expense and risk, it being understood that strict observance, performance and compliance of the terms, conditions, covenants, stipulations and provisions of this clause by the Allottee is of the essence of this Agreement; and

8.18. Allottee agrees and covenants that the designated shared Common Areas provided on the Project shall be common to all the purchasers, users and occupants, on the Property, and the Purchaser shall not, by himself or with any group of allottees, claim any sole right(s) with respect to the same. Purchaser further agrees and covenants that the Purchaser shall not, by himself for with any group of allottees prevent access to the allottees or occupants to the shared Common Areas.

8.19. The ALLOTTEES/PURCHASERS further acknowledges and agrees, that he/she/it shall not have any right to interfere in/obstruct/hamper (i) the operation and management of these club, offices, club, convenient stores, saloon, restaurant, bar and kitchen, commercial premises/stores, independent area etc. in the Project, and/or (ii) in creation of rights by Promoter in favour of any third party/Person by way of booking, allotment, sale, transfer, lease, collaboration, joint venture etc. in respect of above or any other mode including transfer to Government, any other authority, body, any person, entity, institutions, trusts or any local bodies, which the Promoter may deem fit proper.

8.20. The ALLOTTEES/PURCHASERS understands and agrees that in case of development of the Project in phases, there may be construction activities on the Project Land in future even after completion of said Building/offer of possession of the Apartment to the Allottee, and the Allottee undertakes (i) that it shall not at any time, create any hindrance/ obstruction/interference in the construction

and development of other phases/areas in the Project, and shall not object to the Promoter's development/ construction or continuing with the development of the Project Land in phases and other adjoining land as permissible, in any manner, and (ii) not object or raise any claim, demand, etc., towards any inconvenience faced by him due to such construction activities.

8.21. Further, the ALLOTTEES/PURCHASERS shall have no right to withhold any payments (i) on account of inconvenience, if any, which the Allottee may suffer due to any development/construction activities or other incidental/related activities in the vicinity of the Said APARTMENT/SHOP or anywhere else in the Project, and/or (ii) on the ground that the infrastructure/facilities/amenities to be developed other phases of the Project are not completed.

9. Rental Management

9.1. The Allotees are refrained from listing the said APARTMENT/SHOP on daily rental platforms such as Airbnb. The Promoter No. 1 shall exclusively manage the daily rental operations for the Said APARTMENT/SHOP. To maintain transparency, the rental management shall be run through an AI based rental management software. It is further clarified that, the Allottees/Purchasers are refrained from short term daily rentals through external agencies.

10. Commercial Spaces

If the Allottee is allotted a commercial space then they are required to ensure that

10.1. To maintain high standards of the offering, the commercial spaces allotted can be utilized solely for branded F&B businesses. No other types of businesses will be permitted.

10.2. If the Allottee chooses to sub lease the Commercial Space is then the said Commercial Space shall be sub leased for a minimum of period of one (1) year.

- 10.3. Before opening a restaurant/café, or subleasing the space to another brand, a No Objection Certificate from the Developer.
- 10.4. All interior design concepts and modifications must be shared and approved by the Developer prior to implementation.
- 10.5. To ensure a diverse environment, the Allottee shall ensure that the F&B restaurant or café opening in their commercial unit shall not compete with the other F&B establishments, restaurant or cafés.
- 10.6. Maintain all licenses which may include but not be limited to Food and Drug, Trade Licenses, Excise, health etc. which are required to run the said Restaurant/F&B establishment or Café.
- 10.7. The Security of the commercial space is the responsibility of the Allottee.
- 10.8. The said Project consists of residential houses, hence the commercial premises are required to be sound proofed so as to not disturb the residents.
- 10.9. The onus of proper garbage disposal lies on the Allottee/Purchaser. The garbage is required to be disposed of in such a way so as to not affect the aesthetics of the building and affect the residents of the building.

11. EVENT OF DEFAULT

- 11.1. If one or more of the events or circumstances set out in Clause 11.2 (“**Event of Default**”) shall have happened, then the Promoters shall call upon the Purchaser by way of a written notice to rectify the same within a period of 15 (fifteen) days from the date thereof (“**Cure Period**”). If the Purchaser fails to rectify such Event of Default within the Cure Period, then the same shall be construed as a default (“**Default**”). which will entitle the Promoters to terminate this agreement
- 11.2. Subject to the clause above, the following events shall be construed as an Event of Default:

- i. If the ALLOTTEES/PURCHASERS delays or commits default in making payment of any installment or any other amount payable under this Agreement, including taxes, etc. or otherwise;
- ii. If the ALLOTTEES/PURCHASERS fails to take possession of the said APARTMENT/SHOP in terms of clause 5.1. iii above;
- iii. If the Purchaser commits breach of any terms, conditions, covenants, undertakings and/or representations and/or warranties as given by him in this Agreement (including in clause 8 (*Covenants of the Allottee*) above) and/or any other writings and/or the terms and conditions of layout, approvals, sanctions, permissions and/or undertakings;
- iv. If the Purchaser has been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up or dissolved;
- v. If a receiver and/ or a liquidator and/or an official assignee or any person is appointed for the Purchaser or in respect of all or any of the assets and/or properties of the Purchaser; and/or
- vi. If the ALLOTTEES/PURCHASERS is convicted of the offence of money laundering or any type of illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them.

12. CONSEQUENCES OF EVENT OF DEFAULT

- 12.1. On the occurrence of an Event of Default, the Promoters shall, without prejudice to any and all other rights and remedies available to it under law, shall give notice of 15 (fifteen) days in writing to the Purchaser (“**Default Notice**”), by Courier / E-mail / Registered Post A.D. at the address provided by the ALLOTTEES/PURCHASERS, of its intention to terminate this Agreement with detail(s) of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the ALLOTTEES/PURCHASERS fail(s) to rectify the breach or

breaches mentioned by the Promoters within the Cure Period, including making full and final payment of any outstanding dues, then at the end of the Cure Period, the Promoters shall be entitled to terminate this Agreement by issuance of a written notice to the ALLOTTEES/PURCHASERS (“**Promoters Termination Notice**”).

- i. On the receipt by the Allottee of the Promoters Termination Notice, this Agreement shall stand terminated and cancelled, immediately and with immediate effect as on the said date of receipt of the Promoters Termination Notice on the Deemed date of receipt. On the termination and cancellation of this Agreement in the manner as stated in this clause and without prejudice to the other rights, remedies and contentions of the Promoters, the Promoters shall be entitled to forfeit the Earnest Money as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty and the Promoters shall on issuance of the Promoters Termination Notice, will be entitled to sell the Said APARTMENT/SHOP to any third Party of its choice without the intervention or intimation of the Allottees/Purchaser on the Termination Notice. Upon the issue of the termination notice in respect of the said APARTMENT/SHOP and within 60 (sixty) days of execution of sale deed and receipt of consideration upon resale of the said APARTMENT/SHOP, i.e. upon the Promoters subsequently selling and transferring the said APARTMENT/SHOP to another allottee/Third Party and receipt of the sale price thereon, the Promoters shall after, (x) deducting the Earnest Money, and (y) deducting interest on any overdue payments, brokerage, and exclusive of any indirect taxes, stamp duty and registration charges, refund to the ALLOTTEES/PURCHASERS balance amount, if any of the paid-up Sale Price. Further, upon the termination

of this Agreement, the ALLOTTEES/PURCHASERS shall have no claim of any nature whatsoever on the Promoters and/ or the said APARTMENT/SHOP and the Promoters shall be entitled to deal with and/or dispose off the said APARTMENT/SHOP in the manner it deems fit and proper.

- ii. On the receipt by the ALLOTTEES/PURCHASERS of the Promoters Termination Notice, this Agreement shall stand terminated and cancelled. On the termination of this Agreement in the manner as stated in this clause and without prejudice to the other rights, remedies and contentions of the Promoters, the Promoters shall be entitled to forfeit the Earnest Money as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty.
- iii. The Parties agree that on the issuing of the Promoters Termination Notice as referred to in Clause 12.1 above, addressed to the Allottee/Purchaser at his/her/its registered address, this agreement shall stand automatically terminated and cancelled and all rights herein created in favour of the Allottee/Purchaser will cease and no further act/deed/cancellation will be required to be done by the Promoters.
- iv. That the Allottees/Purchasers in order to get refund of any amounts/ balance after the aforesaid directives shall sign and execute without protest all deeds and documents as maybe necessary and called for by the Promoters.

13. CONVEYANCE OF SAID APARTMENT/SHOP TO THE ALLOTTEE

The Promoters shall, subject to clause 5.1.i above, after the development of the said APARTMENT/SHOP is complete in all respects, apply for from the village panchayat the certificate of occupancy in respect thereof. Subject to receipt of all amounts due and payable by the ALLOTTEES/PURCHASERS with respect to the said APARTMENT/SHOP, the Promoter shall execute (at Purchaser's cost) in Purchaser's

favour a conveyance of the said APARTMENT/SHOP, agreed to be acquired by ALLOTTEES/PURCHASERS, by transferring and conveying the said APARTMENT/SHOP along with a proportionate right, title and interests in shared Common Areas with respect of the said APARTMENT/SHOP, to the ALLOTTEES/PURCHASERS. The stamp duty and registration charges payable on the conveyance deed with respect to the said APARTMENT/SHOP shall be borne by the ALLOTTEES/PURCHASERS.

Until a Conveyance Deed is executed and registered in favour of the ALLOTTEES/PURCHASERS, the Promoters remains to be the owner of the entire APARTMENT/SHOP along with its features, fittings, fixtures, appurtenant amenities etc., which are identifiable with the subject APARTMENT/SHOP. The payment of paid or promised or part paid and part promised price of the APARTMENT/SHOP by the ALLOTTEES/PURCHASERS(s) does not give him/her any ownership right, title, interest or claim over the APARTMENT/SHOP and does not tantamount to transfer of ownership, with the Promoters reserving a right to revoke/cancel the allotment and to refund the amount received along with Interest. It is further clarified that the Promoters are not constructing any APARTMENT/SHOP as a contractor of the ALLOTTEES/PURCHASERS but on the other hand Promoters are constructing the Project as its owner and the sale shall be affected only after the actual completion of construction/finishing/handing over of the APARTMENT/SHOP and after execution of the Conveyance Deed. The Promoters continues to have first lien and charge on the APARTMENT/SHOP for all its dues that may become due and payable by the ALLOTTEES/PURCHASERS to the Promoters.

14. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Promoters that:

- i. They are not prohibited from entering into this Agreement and/or to undertake the obligations, covenants etc. contained herein;
- ii. They are not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case maybe;
- iii. No receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Purchaser or all or any of his/its assets and/or properties;
- iv. None of their assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
- v. No notice is received from (or proceedings initiated by) the government of India (either central, state or local) and/or from any other government abroad for their involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him;
- vi. No execution or other similar process is issued and/or levied against him and/or against any of his assets and properties;
- vii. He has not compounded payment with his creditors;
- viii. He is not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- ix. He is not an undesirable element and/or will not cause nuisance and/or cause

hindrances in the completion of the development of the Project and/or anytime thereafter and will not default in compliance with the terms of this Agreement including making any payments; and

- x. He has not indulged into any activity or offence relating money laundering. The representations and warranties stated in this clause 14 are of a continuing nature and the Allottee shall be obliged to maintain and perform such representations and warranties.

15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

The Promoters hereby represent and warrant 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, viz:

- i. The Promoters have clear and marketable title and have the requisite rights to carry out development upon the Property and also have actual, physical and legal possession of the Property for the implementation of the Project;
- ii. The Promoters have 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. All approvals, licenses and permits issued by the competent authorities with respect to the Project, 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, shall be obtained by following due process of law and the Promoters have been and

shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and shared Common Areas;

- iv. The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- v. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said APARTMENT/SHOP to the Purchaser in the manner contemplated in this Agreement;
- vi. The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent Authorities till possession is offered to the ALLOTTEES/PURCHASERS in accordance with clause 4.4 above; and
- vii. 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 Property) has been received or served upon the Promoters in respect of the Property and/or the Project except those disclosed to the ALLOTTEES/PURCHASERS.
- viii. The Promoters specifically stipulates that the present sale is however, subject to following specific conditions and the other condition mentioned in this agreement and ALLOTTEES/PURCHASERS declares having accepted the same conditions in full and the

ALLOTTEES/PURCHASERS agrees that the same conditions shall be binding and enforceable as against him/her/them and his/her/their heirs or transferees at all time and/or their successors in title or any other person/s entitled to any benefit thereof:

a. The ALLOTTEES/PURCHASERS shall not use the Said APARTMENT/SHOP or permit the same to be used for any purpose whatsoever other than for which the same is purchased and permitted under the existing Rules and Regulations. The ALLOTTEES/ PURCHASERS shall not use the Said APARTMENT/SHOP for any illegal or immoral purpose.

b. The ALLOTTEES/PURCHASERS shall also not slaughter or sacrifice any Animals in the Said APARTMENT/SHOP or in the Said Property or deposit, throw, dump, expose, or causes to emit any garbage, any animal organs, etcetera any foul smelling or obnoxious matter from the said APARTMENT/SHOP or in any common area compound, severs etc. of the Said Project.

c. The ALLOTTEES/PURCHASERS shall not permit/allow any pets/animals to roam/litter around the common/open spaces/gardens of the said project or on the Said Property.

d. The ALLOTTEES/PURCHASERS is aware that the Promoters have sold/allotted other APARTMENT/SHOPS in the Said Property to various other Allotees/Purchaser/s thereof for various types of uses and that the ALLOTTEES/PURCHASERS shall not raise any objection whatsoever to such uses or user of the other APARTMENT/SHOPS by the respective ALLOTTEES/PURCHASERS thereof.

e. The ALLOTTEES/PURCHASERS has to pay all the charges and expenses on account of sales Tax, GST, VAT, or any Central/ State Government taxes, etc. with respect to the Said APARTMENT/SHOP and his

corresponding share with respect to the common amenities in the Said Project. In case such expenses or deposits are not collected from the ALLOTTEES/PURCHASERS, the Promoters shall be entitled to recover the same as and when the demand from/by any government body, is received by the Builder/Owner.

f. The ALLOTTEES/PURCHASERS shall not by any act or omission, cause any damage whatsoever to the common areas and amenities or impair the utility or appearance thereof including exterior of the building and shall not convert the common areas and amenities for personal use or otherwise change the user nor alter the nature of the Said APARTMENT/SHOP.

g. The ALLOTTEES/PURCHASERS shall be liable to pay all taxes including Property Tax, and all other taxes and charges, etc., payable in respect of the Said APARTMENT/SHOP and/or the proportionate undivided rights in the Said Property corresponding to the area of the Said APARTMENT/SHOP, to the Government or other authorities and also contribute proportionately towards the electricity, water and sewerage service connections and deposits as and when demanded by the Promoters at any point of time in the future. The entire exterior of building including painting, fixtures, etc., shall be uniform as decided by the Promoters/Society/Association and in case of violation, the Promoters or Society or Association may take all such steps for correction and recover the costs from the persons responsible for the damage or violation;

h. The ALLOTTEES/PURCHASERS specifically agrees that though the construction plan of the project in the Said Property have been finally approved, the Promoters shall be free and will be entitled to make any changes in the shapes or areas or locations of any buildings, roads, open spaces or builtup areas or other common area in the buildings in said project or the

plans of the approved development/sub divisions at any time and the ALLOTTEES/PURCHASERS shall not object for the same at any time in any manner even if it causes some prejudice to the ALLOTTEES/ PURCHASERS like open space reduction or otherwise howsoever and the ALLOTTEES/PURCHASERS hereby specifically accords his/her consent for the same and agrees that the Promoters shall not be required to take any other or further permission or consent from him/her in writing for making any such changes or alterations in the said entire development or any part thereof at any time and the consent hereby given shall subsist and continue forever and shall be binding also on the successors in title of the ALLOTTEES/PURCHASERS at all times, provided however, that the Said APARTMENT/SHOP agreed to be conveyed/allotted to the ALLOTTEES/PURCHASERS is in no manner altered, modified or changed in shape, area or dimensions. The Promoters shall be free to change or alter or modify the approved plans of the buildings, without affecting the Said APARTMENT/SHOP and the ALLOTTEES/PURCHASERS have agreed that the Promoters are free to do so in the manner desired by them and only on this specific consent given by the ALLOTTEES/PURCHASERS that the Promoters have agreed to sell the Said APARTMENT/SHOP to the ALLOTTEES/PURCHASERS and the ALLOTTEES/ PURCHASERS specifically agrees and undertakes not to raise any disputes or objections of whatsoever nature for the same at any time and also to bind their successors in title by her/his this assurance and undertaking.

i. The Promoters or the co-operative Maintenance Society/Association shall have right to fix and demand a fixed amount from all the APARTMENT/SHOP owners in Said Project including the ALLOTTEES/PURCHASERS as deposit towards common maintenance of the

project area/s or buildings including security, gardening, cleaning of common area/s, GSEB and all other common expenses, provided however that, it shall not be the obligation of the Promoters to monitor or handle such maintenance works and the Promoters at any time at their absolute discretion shall be entitled to abdicate such responsibility. The Promoters may at his absolute option decide whether a Maintenance Society/Company/ Association/Maintenance Agency or any other body of the APARTMENT/SHOP owners in the said complex will be formed by the Promoters but it shall not be bound to do so. But if it decides so, the ALLOTTEES/PURCHASERS shall be bound to join thereto as a member and contribute towards all expenses regarding formation thereof and also execute all necessary papers and documents in connection therewith.

j. The Promoters shall be entitled to use and sell the available F.A.R. and or constructed area in the Said Property.

k. That the Promoters shall be entitled to compile a set of Rules and Regulations regarding the occupation and the use of the common development areas, the use of common amenities or open spaces and/or parking spaces, etc. to be observed by all residents of the complex and it is specifically agreed that such rules shall be binding and enforceable on the ALLOTTEES/PURCHASERS at all times and the sale is agreed subject to this specific condition which is agreed to by the ALLOTTEES/PURCHASERS.

l. That the ALLOTTEES/PURCHASERS and persons to whom the Said APARTMENT/SHOP is transferred, assigned or given possession of, shall observe all the Rules and Regulations regarding the occupation and the use of the common development areas, the use of common amenities or open space and/or common parking spaces, etc. in the complex and shall pay and contribute regularly and punctually towards the taxes and/or expenses or the

other out goings in accordance with the rules and regulation framed by the Builder/Owner and that the ALLOTTEES/PURCHASERS shall be bound from time to time to sign all the papers and documents and to do all acts, deeds, matters and things, as may be necessary from time to time for safe guarding the interest of the Promoters and/or the other ALLOTTEES/PURCHASERS of the other APARTMENT/SHOPS in the Said Project. The Persons to whom the said APARTMENT/SHOP is transferred, assigned or given possession off shall be bound by all the terms and conditions of the Agreement.

m. The ALLOTTEES/PURCHASERS shall be bound to so execute and continue to execute maintenance and service contracts with the Promoters/Co-operative Society/Company/ Association/Maintenance Agency or any other body of the APARTMENT/SHOP owners or such other agency as may be nominated/appointed by the Promoters for the maintenance of the Said Complex/Project for such periods and from time to time regarding the maintenance of the Said Complex and contribute the charges charged in the Said Complex all through, without any protests. The ALLOTTEES/PURCHASERS shall at no time to entitled to refuse to sign such contract or refuse to contribute the requisite amount towards the maintenance of the Said Complex and making such contributions shall be absolutely compulsory and mandatory failing which the amount payable by the ALLOTTEES/PURCHASERS towards such maintenance costs in the same proportion or at the same rate as charged to and paid by the other ALLOTTEES/PURCHASERS of APARTMENT/SHOPS in the said Complex will be recoverable by the Promoters, Maintenance Society/Company/Association/Maintenance Agency or any other body of the

APARTMENT/SHOP owners and/or the maintenance agency from the ALLOTTEES/PURCHASERS irrespective of whether the ALLOTTEES/PURCHASERS executes the contract or refuses to execute the same.

n. The Promoters shall be entitled to abdicate the responsibility of nominating the agency for the maintenance in which case, it will be the ALLOTTEES/PURCHASERS along with the other APARTMENT/SHOP owners in the said complex to form appropriate body and look after the maintenance of the said complex if any of the APARTMENT/SHOP owners or their Nominee/Assigns fail to pay the common maintenance to the Promoters/Maintenance Association/Society/Agency on time, failing which the Promoters, Maintenance Society/Company/ Association/Maintenance Agency or any other body of the APARTMENT/SHOP/Shop owners, shall be entitled to disconnect the essential services of Said APARTMENT/SHOP and restrict the use of the common amenities/benefits .

o. That the ALLOTTEES/PURCHASERS hereby covenant that from the date of possession he/she shall abide by all bye-laws, rules and regulations of the Government, Local Panchayat, Promoters, Maintenance Society / Company / Association / Maintenance Agency or any other body of the APARTMENT/SHOP owners and/or other authorities and local bodies and shall attend, answer and be responsible for all actions or violations of any such conditions or rules or bye-laws.

p. If at any time any levy or taxes, is or are charged or levied or sought to be recovered by the Panchayat, Government or any other public authority, in respect of the Said Property or the buildings/APARTMENT/SHOPs standing thereon, the same shall be borne and paid by the ALLOTTEES/PURCHASERS, proportionately as per their share.

q. The Promoters shall also be entitled to reserve the rights to have access through the Said Property to the adjoining land or take such access by itself for its benefit or for benefit of any other project of the Promoters and these rights will be binding on the ALLOTTEES/PURCHASERS or any Association or Company or Society or Agency other body of Owners of APARTMENT/SHOPS as and when formed and the Builder/Owner shall be also entitled to amalgamate any neighboring land/s with the Said Property and design a joint project on such amalgamated land and the ALLOTTEES/PURCHASERS shall not be entitled to raise any objections thereto.

r. The terms and covenants herein incorporated shall be enforceable even after execution of these presents or on any future transferees or successors in interest of the ALLOTTEES/PURCHASERS and at all times and the sale made hereunder is subject to aforesaid specific conditions agreed to and accepted by the ALLOTTEES/ PURCHASERS.

s. The ALLOTTEES/PURCHASERS shall keep the Promoters indemnified against any claims or demands from any occupant of the Said Complex/Project or any third party, which may come to be raised in connection to any acts of omission or commission of the ALLOTTEES/PURCHASERS in the Said APARTMENT/SHOP and/or the Said Project on the Said Property.

t. The Promoters, Society/Company/Association/Maintenance Agency or any other body of the APARTMENT/SHOP owners, from time to time, shall be entitled to revise and increase the monthly maintenance fee, payable by the ALLOTTEES/PURCHASERS and the ALLOTTEES/PURCHASERS undertakes to pay the same without any protest.

u. Any increase in the FAR of the Said Property, will accrue, absolutely and exclusively to the Promoters and the ALLOTTEES/PURCHASERS shall have no right to the same. The Promoters shall be entitled to use the available

F.A.R. for further construction & sale of APARTMENT/SHOPS on the Said Property, by getting the plans of the buildings in the Said Property revised, and no consent from the ALLOTTEES/PURCHASERS or other APARTMENT/SHOP owners will be required.

v. The ALLOTTEES/PURCHASERS do hereby covenant and undertake to be a member of any Maintenance Society/ Association and to make necessary contributions to the said Society/Association/Company, if any formed, and to pay all fees, deposits and maintenance charges to the said Society/Association/Company.

w. The ALLOTTEES/PURCHASERS categorically agree and covenant that in the event the ALLOTTEES/PURCHASERS fail to pay the maintenance amount or any other amount payable to the Promoters or the Maintenance Society or the association of owners of the complex at any given time in the future, the ALLOTTEES/PURCHASERS shall be liable to disconnection of their water supply and the ALLOTTEES/PURCHASERS shall not be entitled to the use of any of the common amenities of the complex and the ALLOTTEES/PURCHASERS shall also be liable to pay to the Builder/Owner/Maintenance Society/Association of Owners, interest at the rate of 18% per annum on all delayed payment/unpaid dues, till the date of their full payment.

x. The ALLOTTEES/PURCHASERS shall not be entitled to do any structural changes to the Said APARTMENT/SHOP and the ALLOTTEES/PURCHASERS is also prohibited from changing the external paints of the building.

y. The ALLOTTEES/PURCHASERS along with other APARTMENT/SHOP owners shall contribute their proportionate share of amount, required for the painting of the entire complex every three years, and

such amount shall be paid to the Promoters/ Maintenance Society/ Association of Owners.

z. The ALLOTTEES/PURCHASERS shall be bound by the conditions of this agreement and shall also be bound by the Rules and Regulation of the Maintenance Society/Association of Owners, to be formed of the complex.

aa. The Promoters shall be permitted to provide access to any of its projects if adjacent to the said property, through the said property.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The ALLOTTEES/PURCHASERS is entering into this Agreement for the allotment of the said APARTMENT/SHOP with the full knowledge of all laws, rules, regulations, notifications applicable to the Project. That the ALLOTTEES/PURCHASERS hereby undertakes that he/she shall comply with time to time after he/she has taken over possession of the said APARTMENT/SHOP, all the requirements, requisitions, and demands which are required by any competent authority in respect of the APARTMENT/SHOP/at his/her own cost. The ALLOTTEES/PURCHASERS, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modifications made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfil its obligations under this Agreement. In case the permission for the acquisition of the Said APARTMENT/SHOP is not granted to the ALLOTTEES/PURCHASERS the amount received by the Promoters will be refunded in full to the ALLOTTEES/PURCHASERS without any interest and compensation. Any refund, transfer of security, if provided in terms of the Agreement shall be made in

accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The ALLOTTEES/PURCHASERS understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

17. INDEMNITY

The ALLOTTEES/PURCHASERS named herein hereby expressly undertakes to indemnify and keep the Promoters and its respective officers/employees fully indemnified and harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, decrees, orders etc. suffered or incurred by them arising out of, or due to, or in relation to, or caused by or attributable to or in consequence of any breach of any of the terms and conditions of this Agreement as also due to any of the Allottee's representations or warranties being found to be false or incorrect, or otherwise misleading or misconceived at any point of time or otherwise due to any other act of omission or commission on the part of the ALLOTTEES/PURCHASERS/OCCUPANTS of the Said APARTMENT/SHOP. It is agreed that the Allottee shall be directly, absolutely and exclusively responsible for all costs, expenses, fines, penalties, decrees, awards and the like due to the failure to comply with the obligations stipulated herein or under applicable laws. The ALLOTTEES/PURCHASERS shall indemnify and keep indemnified, saved, defended and harmless the Promoters against any or all demands, notices, claims, actions, proceedings, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoters from or due to any breach by the Purchaser of any of its covenants, representations and warranties under this Agreement or due to any act, omission,

default on the part of the ALLOTTEES/PURCHASERS in complying/performing his obligations under this Agreement.

18. NOTICE

18.1. All notices to be served on the ALLOTTEES/PURCHASERS and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoters by Courier or Registered Post A.D or notified Email ID at their respective addresses as specified in the **SCHEDULE VII** hereunder written.

18.2. It shall be the duty of the ALLOTTEES/PURCHASERS and the Promoters 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 Promoters or the ALLOTTEES/PURCHASERS, as the case may be.

19. COSTS AND EXPENSES

Purchaser shall bear and pay all the amounts, taxes, charges, levies, duties including stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the APARTMENT/SHOP and on this Agreement and on the transaction contemplated herein.

20. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto and

supersedes other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoters, any agent, employee or representative of the Promoters or any other person. Any marketing material including sales brochures, models, photographs, videos, illustrations, walk through, etc., provided to the ALLOTTEES/PURCHASERS or made available for the ALLOTTEES/PURCHASERS viewing are merely an artist's impression and creative imagination and shall not constitute a representation or warranty or declaration by the Promoters or any of its agents/employees/representatives and the ALLOTTEES/PURCHASERS shall not be entitled to make any claim upon the Promoters with respect to any item/component/facet that is not specifically agreed to be provided by the Promoters to the ALLOTTEES/PURCHASERS under this Agreement. This Agreement shall form the only binding agreement between the Parties subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the said APARTMENT/SHOP between the Parties.

21. PROMOTERS ENTITLED TO MORTGAGE OR CREATE A CHARGE

Promoters execute shall be entitled to mortgage or create a charge on the Project and the Purchaser shall provide such consents, documents or information as may be required by the Promoter to secure a mortgage with respect to the Project. It is further understood that 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 such said APARTMENT/SHOP.

22. WAIVER

No forbearance, indulgence or relaxation or inaction by the Promoters at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by it of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or a rising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

23. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made there under or under other applicable laws, such provisions of this 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 the 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.

24. METHOD OF CALCULATION OF PROPORTIONATE SHARE

Wherever in this Agreement it is stipulated that the ALLOTTEES/PURCHASERS has to make any payment, in common with another purchaser in the Project, the same shall be in proportion to the area of the said APARTMENT/SHOP to the total area of all the other APARTMENT/SHOPS in the Project.

25. 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 su Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said APARTMENT/SHOP or of the said Plot and Building or any part thereof. The ALLOTTEES/PURCHASERS shall have no claim save and except in respect of the APARTMENT/SHOP along with the proportionate indivisible share hereby agreed to be sold to them. All unsold or un-allotted inventory shall continue to remain the property of the Promoters and the Promoters shall be entitled to sell and or deal with the same as per their requirements and the ALLOTTEES/PURCHASERS shall have no claim or right over the same.

The ALLOTTEES/PURCHASERS agrees, undertakes and covenants that the ALLOTTEES/PURCHASERS shall at no point of time seek any specific right to any specific portion of the Said Property and/or the amenities therein and the ALLOTTEES/ PURCHASERS shall only have a specific right to the Said APARTMENT/SHOP agreed to be sold to the ALLOTTEES/ PURCHASERS, while all amenities and common areas of the Said Project and the Said Property shall be common to all.

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations and responsibilities arising hereunder in respect of the Said Project and the Said Property shall equally be applicable to and enforceable against any/all subsequent ALLOTTEES/PURCHASERS of the Said APARTMENT/SHOP, in case of a transfer/assignment/lease/let/license, as the said obligations and responsibilities mentioned herein go along with the Said APARTMENT/SHOP for all intents and purposes.

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

The ALLOTTEES/PURCHASERS shall observe and perform all the rules and regulations which the Promoters or Association or Society may form or 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 buildings 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 ALLOTTEES/PURCHASERS shall also observe and perform all the stipulations and conditions laid down by the Society/Promoters/Association regarding the Occupancy and use of the APARTMENT/SHOP in the project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement. The Parties hereto agree that the time shall be the essence of this agreement transaction.

26. JOINT PURCHASER:

That in case there are joint ALLOTTEES/PURCHASERS all communications shall be sent by the Promoters to the ALLOTTEES/PURCHASERS whose name appears first and at the address given by him which shall for all intents and purposes to consider as properly served on all the ALLOTTEES/PURCHASERS.

27. DISPUTE RESOLUTION:

27.1. In the event of a dispute, claim, controversy or difference arising out of or in connection

with this Agreement, including any question regarding its existence, validity, interpretation or termination or any dispute regarding any non-contractual obligations arising out of or in connection with it (“**Dispute**”), the relevant Parties (“**Disputing Parties**”) shall attempt in the first instance to resolve such dispute through good faith consultations between the Disputing Parties.

27.2. If the Dispute is not resolved through such consultations within 30 (thirty) business days of written notice of such Dispute having been provided by either of the Disputing Parties (or such longer period as the Disputing Parties may agree to in writing) then the Disputing Parties may, by notice in writing to the other Disputing Party, refer the Dispute to an arbitrator to be appointed by the Promoters, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Goa. The decision of the arbitrator shall be final and binding.

27.3. All costs of arbitration shall be borne by the Parties equally.

28. 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 as applicable in Goa, and the Courts of Law in Goa will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

29. RIGHT TO AMEND:

Any amendment to this Agreement may only valid by a written agreement between the Parties.

30. PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE ALLOTTEES/PURCHASERS /SUBSEQUENT PURCHASER

30.1. 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 Purchasers/Assigns of the said APARTMENT/SHOP in case of transfer of the said APARTMENT/SHOP, as the said obligations go along with the said APARTMENT/SHOP for all intents and purposes.

30.2. The fair present market value of the said APARTMENT/SHOP is Rs. **Rs.** _____/- (**Rupees** _____ **Only** and as such stamp duty of Rs. <<>> is affixed here to which is borne by the ALLOTTEES/PURCHASERS .

31. The promoters are a Private Limited company and are not governed by the notification applicable to properties and persons belonging to the Schedule Caste and Schedule Tribe.

SCHEDULE I

(Being description of the Larger Property)

ALL THAT PROPERTY Known as "SORANTO" or "GOTTONINCHEM BATT" or "GOTNICHEM BATLEM" or "GOTTOMCHEMCATTA", admeasuring an area of 8600 sq. mts., described in the Land Registration office of Bardez under no. 206 at page 140v of Book B 2 old, Surveyed under cadastral Survey no.3667 of Anjuna Village, and presently surveyed under Survey no. 185/4 of with the Jurisdiction of Village Panchayat of Anjuna-Caisua, Taluka and Sub-District of Bardez, District of North Goa, State of Goa

is bounded as under:

North: By PWD Road.

South: By Survey no. 496 of Village Anjuna.

East: By Survey no. 185/5 of Village Anjuna.

West: By Village Road,

Schedule II

(Being description of the Said Property)

ALL THAT Plot admeasuring 6015 sq mts., bearing Survey No 185/4-B forming part of the Said LARGER PROPERTY described at Schedule I hereinabove and bounded as under:

North: By the main Public PWD Road.

South: By Survey nos. 185/5 to 185/9 and Survey Nos 185/14 to

East: By Survey no. 185/4 of Village Anjuna.

West: By Village Road and property bearing Survey No. 185/1 to Survey No 185/4 of Village Anjuna,

SCHEDULE III

(Being the description of the APARTMENT/SHOP)

ALL that Apartment _____ **BHK** bearing No. **Tower** _____, admeasuring _____ **sq. mts.** carpet area situated on the **Third Floor** of **Tower** _____, as **Semi Furnished** including a right to use the common areas in the Project known as "**Mirante**", along with undivided

and proportionate share of _____ **sq. mts** . The Said Apartment is shown delineated in red boundary line in the plan annexed hereto.

Schedule IV

(Payment Plan)

Schedule V

(Other Charges)

| S.No | Additional Charges* | | |
|------|--|-------------------------|-----|
| 1 | Maintenance Charges on built up area(For) Excluding maintenance of Pool | Rs. /sq ft | Rs. |
| 2 | House Tax Transfer | Rs. | Rs. |
| 3 | Electricity Connection(One time) | Rs. | Rs. |
| 4 | Infrastructure Charges | Rs. per sq mts | Rs. |
| 5 | Legal chargers | | |
| 5 | Registration and Stamp duty | % at the time of ATS | Rs. |
| 7 | charges | % at the time of SD | Rs. |
| 8 | GST | % | Rs. |
| | Total | | |

Schedule VI

(Amenities)

| CLASSIC (Semi Furnished) | |
|---|--|
| FLOORING | |
| LIVING, DINING, BEDROOMS, KITCHEN, BALCONIES & PASSAGE | |
| WALL FINISH | |
| INTERNAL WALLS | |
| EXTERNAL WALLS | |
| DOORS & WINDOWS | |
| MAIN DOOR | |
| INTERNAL DOORS | |
| OUTER DOOR & WINDOWS | |
| HARDWARE, FITTINGS & LOCKS | |
| KITCHEN | |
| WALL TILES | |
| DESINGER MODULAR KITCHEN | |

| | |
|-------------------------------------|--|
| COUNTER TOP & SINK | |
| SINGLE LEVER HOT & COLD WATER MIXER | |
| PROVISION FOR PIPED GAS SUPPLY | |
| BATHROOMS & POWDER ROOM | |
| FLOOR & WALL FINISH | |
| CP FITTINGS | |
| CHINAWARE | |
| ACCESSORIES | |
| BALCONIES & TERRACE | |
| RAILING | |
| SWIMMING POOL | |
| TERRACE | |
| DOMESTIC FACILITIES | |
| AIR CONDITIONING | |
| ELECTRIC SWITCHES & WIRING | |
| FALSE CEILING | |
| WIRELESS INTERNET FACILITIES | |
| WATER SUPPLY | |
| ELECTRICAL SUPPLY | |

Schedule VII

| Sr. No. | Terms and Expressions | Meaning |
|---------|--|---|
| 1. | APARTMENT/SHOP | APARTMENT bearing No. Tower _____ , admeasuring _____ sq. mts. carpet area., situated at third floor in the project known as "MIRANTE", as semi furnished including a right to use the shared common areas in the Said Project, along with undivided and propotionate share of _____ sq.mts. in the Said Property described in SCHEDULE I. |
| 2. | Carpet Area of the APARTMENT/SHOP | _____ sq. mtrs. |
| 3. | Sale Price | Rs. _____/- (Rupees _____ Only) |
| 4. | Part Payment towards the Sale Price Paid prior hereto. | Rs. _____/- (Rupees _____ Only) |
| 5. | Bank Account Number of the Promoters | A/C No: |
| 6. | In Favour Of | M/S NEWERA SOLUTIONS PVT. LTD. |

| | | |
|-----|---|--|
| 7. | Contact Details | Customer Relation' email address: crm@neweragroup.in Customer Relation' phone number: _____ Allottee E: M: |
| 8. | PAN | 1. Developer's PAN: _____ 2. Owner's PAN: 1. Allottee's PAN: _____ |
| 9. | Completion Date subject to extension as per the Agreement | 31-12-2028 |
| 10. | Purchaser/Allottee Email: Phone No. | |

SIGNED AND DELIVERED BY THE WITHIN NAMED **FIRST PROMOTER (DEVELOPER)**, **AUTHORIZED SIGNATORY/REPRESENTATIVE FOR NEWERA SOLUTIONS PRIVATE LIMITED,**

LHFI

RHFI

SIGNED AND DELIVERED BY THE WITHIN NAMED **SECOND PROMOTER (OWNER), AUTHORIZED SIGNATORY/REPRESENTATIVE FOR EVERGREEN VILLAMENT LLP,**

LHFI

RHFI

SIGNED AND DELIVERED BY THE WITHIN NAMED **ALLOTEE/PURCHASER No. 1**

LHFI

RHFI

IN THE PRESENCE OF

1. NAME

ADDRESS

MOBILE NO

AADHAR CARD NO

SIGNATURE

2. NAME

ADDRESS

MOBILE NO

AADHAR CARD NO

SIGNATURE