

### **AGREEMENT FOR SALE**

This **AGREEMENT FOR SALE** is made on this ----- day of March 2018, at Mapusa, Bardez - Goa.

### **BETWEEN**

1. **MR. JOAO ESTEVES**, Son of Andre Esteves, 64 years of age, married, business, Indian national, having Pan card bearing no.**AADPE4461A** and his wife;
2. **MRS. JOSEPHINE P. ESTEVES**, Wife of Joao Esteves, 56 years of age, married, housewife, Indian national, having Pan card bearing no.**AACPE9558R**, both resident of H.No.137/A, Bhuttem Bhat, Mercas, Tiswadi – Goa; hereinafter referred to as “**THE OWNERS**”, (which expression shall unless repugnant to the context or meaning thereof be deemed to include their executors, administrators, nominees, legal representatives and/or assigns) **OF THE FIRST PART.**

### **AND**

**M/S. TRIVIKRAM CONSTRUCTION**, Represented by its Proprietor; **MR. TRIVIKRAM GOVIND PRABHUGAONKAR** alias

**PARBHUGAONKER**, Son of Govind Prabhugaonkar, 41 years of age, married, business, Indian national, having Pan card bearing no.**AGDPP4633M**, Resident of Plot no.2, Shiv Vidhane, Opposite Socorro Village Panchayat, Porvorim, Bardez - Goa; hereinafter referred to as **“THE PROMOTER”**, (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its, Partners, successors, executors, administrators, legal representatives and permitted assigns) of the **SECOND PART**.

**AND**

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

**WHEREAS** the Vendor No.2 (**MRS. JOSEPHINE P. ESTEVES**) is represented herein by her duly constituted Attorney, her husband **MR. JOAO ESTEVES**, by virtue of Power of Attorney dated 09/10/2017, executed before Notary Advocate Meera Medhekar, under registration No. 7297/17.

**WHEREAS** by an Agreement for Development and Sale, dated 23<sup>rd</sup> March 2018, registered before Sub Registrar of Mormugao, under Book – 1, Document, Registration no.MOR-BK1-00555-2018, CD No.MORD30, dated 20/03/2018 and executed between **1) MR. JOAO ESTEVES**, **2) MRS. JOSEPHINE P. ESTEVES**, of the one part (hereinafter referred to as “the Vendors”) and the Promoter of the other part, the Vendors agreed with the Promoter for the absolute sale to the Promoter an Independent **Plot bearing no. A**, admeasuring **917.80 sq.mts**, presently surveyed under Survey no.42 of Sub

Division no.7B-4-D of Village Dabolim, together with proportionate undivided share identified as Plot "E" comprising an area of 145.38 sq.mts, reserved as a common access road, which plot was forming part of a Property known as "**ZONTAULEM**" or "**ZONTAVLEM**", **admeasuring 2,655 sq.mts**, situated at Village Dabolim, within the limits of Village Panchayat Chichalim, Taluka and Sub District of Mormugao, District of South Goa, state of Goa. Which property is described in the Land Registration office of Salcete under no.1216 of Book B-4 New and enrolled in the Taluka revenue office under Matriz no.38, surveyed under Survey no.42 (part) of Sub Division no.7B-4 of Village Dabolim, the same is more fully and particularly described in the **SCHEDULE I** herein under and hereinafter for the sake of brevity referred to as the "**SAID PROPERTY**" and the **Plot bearing no. A**, admeasuring 917.80 sq.mts is more fully and particularly described in **SCHEDULE II** hereinunder and hereinafter referred to the "**SAID PLOT**".

**AND WHEREAS** the larger property originally belonged to Mr. Nagesh Sadanand Naik alias Sadanand Pundolika Naique and his wife Mrs. Cashi alias Manoramabai Sadanand Naik.

**AND WHEREAS** by virtue of a Deed of Gift with acceptance dated 26/12/1986, duly registered in the office of the Sub-Registrar of Mormugao, on 05/06/1987, bearing registration no. 2 at pages 581 to 590 of Book No. I, Vol. 6, dated 05/06/1987 the said Mr. Sadanand Pundalik Naik and Mrs. Cashi @ Manoramabai Sadanand Naik gifted to their sons 1) Mr. Nagesh @ Nagesh Sadanand Naik the eastern half of the larger property and to their other son 2) Mr. Chandrakanta Sadanand Naik the western half of the larger property.

**AND WHEREAS** by virtue of a Deed of Partition, Family settlement cum Rectification dated 11/03/1991, duly registered in the office of the Sub Registrar of Mormugao, registered under 109 at pages 505 to 522 of Book 1 Vo. 52 dated 18/03/1991, the Deed of Gift with acceptance dated 26/12/1986, was rectified and the aforesaid larger property between Mr. Naguesh @ Nagesh Sadanand Naik and Mr. Chandrakanta Sadanand Naik and inter alia, the larger property was allotted to Mr. Naguesh @ Nagesh Sadanand Naik.

**AND WHEREAS** the said Mr. Nagesh Sadanand Naik and his wife Mrs. Nandini Nagesh Naik sold the larger property to Mr. Raimundo Godinho and Mr. Canuto Godinho, vide Deed of Sale, dated 16/11/2000, duly registered before Sub – Registrar of Mormugao, under Registration No. 814, at pages 81 to 94 of Book No. I, Volume No. 304, dated on 05/12/2000.

**AND WHEREAS** the said Mr. Raimundo Godinho and Mr. Canuto Godinho along with their spouses, namely Mrs. F. Filu Maria Godinho and Mrs. Maria F. Godinho sold plot C, admeasuring an area of 2665 sq. mts. and surveyed under survey no. 42 of sub division no. 7 B -4, forming part of the larger property and hereinafter referred to as the **SAID PROPERTY** to Mr. Ravinder Nangia, vide Deed of Sale, dated 23/02/2007, registered before Sub – Registrar of Mormugao under Registration No. 300, at pages 1 to 29 of Book No. I, Volume No. 658, on 26/02/2007.

**AND WHEREAS** the said Shri. Ravinder Nangia, sub divided the said property into four distinct and separate plots and duly approved by the Mormugao Planning & Development Authority at Vasco-Da-Gama. The plots identified as Plot – A admeasuring 917.80 square meters, Plot – B admeasuring

1021.68 square metres, Plot – C admeasuring 330.14 square metres, Plot – D admeasuring 250 square metres, keeping space or an area admeasuring 145.38 square metres reserved for a common access road to the said A, B, C and D and identified as “Plot E”.

**AND WHEREAS** after sub divided the said property the said Mr. Ravinder Nangia sold the one plot bearing no.A, admeasuring 917.80 square meters, to Mr. Deepak Mehta, vide Deed of Sale dated 14/12/2009, registered before Sub – Registrar of Mormugao, under Registration No. 1685, Book No.I, at pages 34 to 57, Volume no. 1033, dated 23/12/2009.

**AND WHEREAS** after purchasing the said plot the said Mr. Deepak Mehta hereinabove **filed an application for partition, before the Deputy Collector and Sub Divisional Officer of Mormugao and has got the said plot partitioned form the remaining property, by order No. LRC/PART/28/2010/1517, dated 16/08/2011 and by virtue of the said partition the said plot is allotted new survey Number i.e. Survey no.42 of Sub Division no.7B-4-D of Village Dabolim.**

**AND WHEREAS** after partition the said Mr. Deepak G. Mehta and his wife Mrs. Shruti D. Mehta sold the said Plot to Mr. Joao Esteves i.e. Owner no.1 hereinabove, by virtue of Deed of Sale dated 16/10/2012, registered before Sub – Registrar of Mormugao, under Registration No. 1431, at pages 111 to 133, Book No.I, Volume no. 1459, dated 06/11/2012.

**AND WHEREAS** in the above Sale Deed, dated 16/10/2012, there was by mistake and oversight incorporated to Survey number and same is rectified vide Deed of Rectification, dated 08/11/2012 , duly registered before Sub Registrar of

Mormugao, under Registration no.1547, at pages 143 to 153, Book No.I, Volume no.1467, dated 26/11/2012.

**WHEREAS** the Owner No. 2 is married to owner no.1 and has acquired right, title, interest and share in the **SAID PLOT** being moiety share holder under communion of Assets as applied to the State of Goa and hence made party to the present agreement.

**AND WHEREAS** in view of the above the owners are absolute owners of the above **SAID PLOT**.

AND WHEREAS the owners have entered into an Agreement for Development and Sale, with the promoter dated 23<sup>rd</sup> March 2018, duly registered before the Sub Registrar of Mormugao, under Book – 1, Document, Registration no.MOR-BK1-00555-2018, CD No.MORD30, dated 20/03/2018 and have agreed and permitted the promoter to develop and sale the said Plot and in lieu of the same the promoter has agreed to construct and allot to the owners 5 flats of bearing nos 001 having 97.80 sq.mts ,101 having area of 108.80 sq.mts, 102 having area of 106.50 sq.mts, 202 having area of 106.50 sq mts and 203 having area of 86.13 sq.mts in the building to be constructed in the said Plot .

The said plot shall hereinafter be referred to as **“THE PROJECT LAND”**

**WHEREAS** in view of above agreement for development and sale the PROMOTER is handed over possession of the said project land and is having fully authority to develop and sale the said **PROJECT LAND** excluding the flat to be allotted to the owners as stated above.

**WHEREAS** the Promoter has further for the purpose of development obtained the following license/permissions/ NOC'S from various authorities:

1. Sanad from the Additional Collector –II, South Goa District, Margao – Goa, bearing No.AC-II/SG/CONV/12/2012/6762, dated 11/07/2012.
2. Construction License from the Village Panchayat of Chicalim, Mormugao – Goa, for Construction of Multi Family Dwelling and Compound Wall, dated 30/10/2014, bearing Licence No. VP/CHI/11/2014-15/19/27.
3. Development permission from the Mormugao Planning & Development Authority Vasco Da Gama, for Construction of Multi Family Dwelling and Compound Wall, dated 26/09/2014, bearing Ref No. MPDA/9-E-6/2014-15/520.
4. No objection Certificate from the Assistant Engineer, Electricity department, Vasco Da Gama, dated 30/10/2014, bearing Ref No.AE-II/VSG/TECH-1/751/2014-15.
5. No objection Certificate from the Health officer, Urban Health Centre, Vasco Da Gama, dated 27/10/2014, bearing Ref No.UHCV/NOC/14-15/1000.
6. Approved plan from Town and Country Planning department dated 26/09/2014 bearing reference No. MPDA/9-E-6/2014-15/520.

**AND WHEREAS** the Promoter is entitled and enjoined upon to construct buildings on the said **PROJECT LAND**, in accordance with the recitals hereinabove.

**AND WHEREAS** the Promoter is in possession of the **PROJECT LAND**.

**AND WHEREAS** the Promoter has proposed to construct on the **PROJECT LAND**, a **Real Estate Project** of 1 (One) Residential Buildings, each having stilt plus Four Floors, consisting of

Apartments/parking slots and have named the Real Estate Project as **"SHIVA HEIGHTS"**.

**AND WHEREAS** the Promoter pursuant to the above approvals/permissions have offered for sale the Apartments to intending buyers on ownership basis as an immovable property i.e. involving conveyance of such Apartments in the said Real Estate Project **"SHIVA HEIGHTS"** and/or the said Project Land or undivided shares therein by way of execution and registration of requisite sale Deeds.

**AND WHEREAS** the above mentioned Allottee has approached the Promoter to purchase the **Apartment Bearing No.-----**, situated on the **----- Floor**, from the Real Estate Project **"SHIVA HEIGHTS"**.

**AND WHEREAS** the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

**AND WHEREAS** the Promoter will register the said Real Estate Project under the provisions of the Real Estate (Regulation and Development) Act 2016, (hereinafter referred to as "RERA") and the Rules and Regulations made there under with Real Estate Regulatory Authority at GOA.

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

**AND WHEREAS** the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by



the Promoter on the Project Land and to enter into Agreement/s with the Allottee/s of the Apartments to receive the Sale Consideration (defined herein below) in respect thereof.

**AND WHEREAS** on demand from the Allottee, the Promoter has given inspection to the Allottee of the Title Certificate of the Advocates certifying the right / entitlement of the Promoter and authenticated copy of the Property Card relating to the Project Land and the plans, designs and specifications prepared by the Promoter's Architect **MR. ASHWINIKUMAR PRABHU** of **STUDIO ARCHE'TYPE**, Mapusa, Goa and of such other documents as are specified under the RERA and the Rules and Regulations made there under, and the Allottee after getting fully satisfied with the title of the Project Land, approvals, sanctions and plans obtained by the Promoter has agreed to purchase the said Apartment.

**AND WHEREAS** the authenticated copies of Certificate of Title issued by the advocate of the Promoter certifying the right / entitlement of the Promoter and authenticated copies of Property Card i.e. "FORM I & XIV" showing the nature of the title of the Promoter to the Project Land on which the Apartments are constructed have been annexed hereto and marked as **Annexure 'A'** and **'B'**, respectively.

**AND WHEREAS** the authenticated copies of the plans as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure 'C'**.

**AND WHEREAS** the Promoter has got all the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall, if required, obtain any other approvals from an authorities from time to time, so as to obtain Building

Completion Certificate or Occupancy Certificate of the said Building.

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

**AND WHEREAS** the Promoter has accordingly commenced construction of the said building/s in accordance with the said approved/proposed plans.

**AND WHEREAS** the Allottee has applied to the Promoter for allotment of an **Apartment Bearing No.-----**, situated on the ----- **Floor**, being constructed in the said Real Estate Project. The same is more fully and particularly described in **FOURTH SCHEDULE** herein under and hereinafter referred to as the "**SAID APARTMENT**" for the sake of brevity.

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

**AND WHEREAS**, the Parties relying on the confirmations, representations and assurances of each other to faithfully

abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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

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

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

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.
2. The Promoter shall construct the said Real Estate Project of One Buildings, each having stilt and Four upper Floors consisting of Apartments / parking slots on the Project Land in accordance with the plans, designs and specifications as approved by the competent authority from time to time. Provided that the Promoter shall has to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

**3. PURCHASE OF THE APARTMENT AND SALE CONSIDERATION;**

- 3.1. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the **SAID APARTMENT No. ----- of carpet area admeasuring ----- square meters** as per RERA with exclusive balcony/balconies area admeasuring ----- square meters, on ----- **floor** more fully and particularly described in the **Fourth Schedule** herein under and as shown hatched with red color in the Floor Plan thereof annexed hereto and marked Annexure 'D1' or the Sale Consideration of **Rs.-----/- (Rupees -----Only).**

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

a) Amount of **Rs.-----/- (Rupees -----Only)**  
(being 20% of the total consideration) to be paid to the Promoter after the execution of Agreement.

b) Amount of **Rs.-----/- (Rupees -----Only)**  
(being 15% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building in which the said Apartment is located.

...13/-

c) Amount of **Rs.-----/- (Rupees -----Only)**  
(being 5% of the total consideration) to be paid to the Promoter on completion of the Stilt Floor slab including stilt of the building in which the said Apartment is located.

d) Amount of **Rs.-----/- (Rupees -----Only)**  
(being 5% of the total consideration) to be paid to the Promoter on completion of the Upper Ground Floor slab of the building in which the said Apartment is located.

e) Amount of **Rs.-----/- (Rupees -----Only)**  
(being 5% of the total consideration) to be paid to the Promoter on completion of the First Floor slab of the building in which the said Apartment is located.

f) Amount of **Rs.-----/- (Rupees -----Only)**  
(being 5% of the total consideration) to be paid to the Promoter on completion of the Second Floor slab of the building in which the said Apartment is located.

g) Amount of **Rs.-----/- (Rupees -----Only)**  
(being 5% of the total consideration) to be paid to the

Promoter on completion of the Third Floor slab of the building in which the said Apartment is located.

- h) Amount of **Rs.-----/- (Rupees -----Only)** (being 5% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- i) Amount of **Rs.-----/- (Rupees -----Only)** (being 5% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- j) Amount of **Rs.-----/- (Rupees -----Only)** (being 5% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- k) Amount of **Rs.-----/- (Rupees -----Only)** (being 10% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building in which the said Apartment is located.
- l) Balance Amount of **Rs.-----/- (Rupees -----Only)** (being 5% of the total consideration) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

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

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



3.8 The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ 9 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

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

The Allottee authorize the Promoter to adjust/appropriate all payments made by her under any head(s) of dues against lawful outstanding, if any, in her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust her payments in any manner.

4. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
5. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Real Estate Project and handing over the Apartment to the Allottee and the common areas to the association of the Allottee after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be.

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

6. The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project Land is **734 square meters** only and the Promoter has utilized Floor Space Index of **734 square meters**. The Allottee has

agreed to purchase the said Apartment based on the understanding that any additional FSI by availing of TDR or by payment of premiums or FSI available as incentive FSI or any increase in FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Real Estate Project, shall belong to Promoter only.

**7. HANDING OVER POSSESSION:**

7.1. The Promoter shall give possession of the Apartment to the Allottee on or before **31<sup>st</sup> December 2019**. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of :

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

7.2. If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee on the possession date (save and except for the reasons as stated in Clause 7.1 above), the Promoter agrees to pay to the Allottee, who does not

intend to withdraw from the project, interest at the rate that may be specified in the RERA Rules, on all the amounts paid by the Allottee, for every month of delay, till the date of offering to hand over the possession of the said Premises by the Promoter to the Allottee.

- 7.3. If the Allottee fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then the Allottee shall pay to the Promoter interest at the rate that may be specified in the RERA Rules, on all and any such delayed payments computed

...20/-

from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the rate that may be specified in the RERA Rules.

- 7.4. Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause 7.3 above, and any other rights and remedies available to the Promoter, either (a) on the Allottee committing default in payment on the due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including her proportionate share of taxes levied by the concerned local authority and other outgoings) and/or(b) the Allottee committing 3 (three) defaults of payment of the installments of the Sale Consideration, the Promoter shall be entitled to, at its own option and discretion, terminate this Agreement. Provided that, the Promoter shall give a notice of 15 (fifteen) days in writing to the Allottee ("Default Notice"), by Registered Post A.D at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of its

intention to terminate this Agreement with detail/s of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest thereon, then at the end of the Default Notice the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("Promoter Termination Notice"), by Registered Post A.D at the

...21/-

address provided by the Allottee and mail at the e-mail address provided by the Allottee. On the receipt of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Sub-Clause, the Promoter shall be entitled to (i) deal with and/or dispose of or alienate the said Premises and car parking space in the manner as the Promoter may deem fit without any reference or recourse to the Allottee; and (ii) the Promoter shall be entitled to adjust and recover from the Allottee (a) pre-determined and agreed liquidated damages equivalent to 5% of the total consideration towards liquidated damages along with any losses that may accrue to the Promoter, by reason of such termination including any diminution in sale price or market value of the said Premises prevailing at the time of termination, (b) brokerage fees (c) all other taxes and outgoings, if any due and payable in respect of the said Premises upto the date of Promoter Termination Notice, (d) the amount of interest payable by the Allottee

in terms of this Agreement from the date of default in payment till the date of Promoter Termination Notice as aforesaid . Further, upon termination of this agreement, the Promoter shall not be liable to pay to the Allottee any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee any Government Charges such as Service Tax, VAT, GST, Stamp Duty, Registration Fees etc. Within a period of 30 (thirty) days of the Promoter Termination Notice, the Promoter shall after deduction of the aforesaid Amounts, refund the balance amount of the Sale Consideration to the Allottee simultaneously, with the Promoter and the

...22/-

Allottee executing and registering the Deed of Cancellation of this Agreement, the stamp duty, registration fee and other costs and expenses whereof shall be borne and paid by the Allottee entirely. Upon the termination of this Agreement, the Allottee shall has no claim of any nature whatsoever on the Promoter and/or the said Premises and/or the car park/s and that the receipt of the said refund by cheque from the Promoter by the Allottee by registered post acknowledgement due at the address given by the Allottee in these presents whether the Allottee accept/s or encash/s the cheque or not, will amount to the said refund and the refund amount accepted by the Allottee is in full satisfaction of all her claim under this Agreement and/or in or to the said Premises.

8. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.

## **9. PROCEDURE FOR TAKING POSSESSION:**

9.1. Upon obtaining the Occupancy Certificate from the Competent Authority and the payment made by the Allottee of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer the possession of the Apartment in writing (Possession Notice) to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance

...23/-

charges as determined by the Promoter or association of Allottee, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 (seven) days of receiving the occupancy certificate of the Project.

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

### **9.3. FAILURE OF ALLOTTEE TO TAKE POSSESSION OF APARTMENT:**

Upon receiving a written intimation from the Promoter as per clause 9.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed by the Promoter in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. Irrespective of whether the Allottee takes or fails

to take possession of the said Premises within the time provided in Clause 9.1 above, such Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the said Premises, as applicable.

- 9.4. Within 15 (fifteen) days of the receipt of the Possession Notice, the Allottee shall be liable to bear and pay her proportionate share, i.e., in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and the said Property including inter-alia, local taxes, infrastructure charges, betterment charges, other indirect taxes of every nature, or such other levies by the concerned Local Authority and/or Government, water

...24/-

charges, insurance, common lights, repairs and salaries of clerks, bill collectors, watchmen/chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the said Property. Until the Society is formed and the Society Transfer is duly executed and registered, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee further agrees that till the Allottee's share are so determined by the Promoter, at its sole discretion, the Allottee shall pay to the Promoter a provisional monthly contribution of Rs.3,500/- (Rupees Three Thousand Five Hundred only) per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and shall remain with the Promoter until the Society Transfer is duly executed and registered. On the execution of the Society Transfer, the aforesaid deposits, less any deductions as provided for



in this Agreement, shall be paid by the Promoter to the Society.

10. If within a period 5 (Five) years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under RERA. It is clarified that the Promoter shall not be

...25/-

liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee and/or any other Allottee/s in the Real Estate Project.

11. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of Residence only. The Allottee shall use the parking space only for purpose of keeping or parking vehicle.

12. **FORMATION OF THE SOCIETY:**

- 12.1. The Allottee along with other allottee(s) of Apartments in the Real Estate Project shall join in forming and registering a Society or Association or a Limited Company to be known by ----- or such other name as the Promoter may decide.

12.2. For this purpose, the Allottee shall, from time to time, sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws or the Memorandum and/or Articles of Association of the proposed Society Association or Limited Company and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the Society or Association or Limited Company. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-

...26/-

operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

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

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

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

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

...27/-

### **13. TRANSFER TO THE SOCIETY:**

13.1. The Promoter shall, within 3 (three) months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the Society or Association or Limited Company all the right, title and the interest of the Vendor/Promoter in the Project Land as well as the said structure of the Building in which the said Apartment is situated.

13.2. The costs, expenses, charges, levies and taxes on the Society Transfer and the transaction contemplated thereby, including the stamp duty and registration charges, shall be borne and paid by the Society alone. Post the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, including any common areas

facilities and amenities and the Promoter shall not be responsible for the same.

14. The Allottee shall before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :

- a) Rs. 510/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- b) Rs. 1260/- for formation and registration of the Society or Limited Company/Federation/ Apex body.
- c) Rs. 60,000/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

...28/-

- d) Rs 78,200/- For Deposit towards Water, Electric, and other utility and services connection charges.
- e) The above amounts are not refundable and no accounts or statements will be required to be given by the Promoter to the Allottee in respect of the above amounts deposited by the Allottee with the Promoter save and except for amount received under Clause 12 (d) above. The amounts as mentioned in this Clause shall be deposited by the Promoter in a separate bank account. The above amounts are exclusive of applicable taxes levied from time to time and shall be borne and paid by the Allottee as and when required.

15. The Allottee shall pay to the Promoter a sum of Rs.25,000/- (Rupees twenty five thousand only) for meeting all the legal costs, charges and expenses, including professional

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

16. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottee share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the

...29/-

time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottee share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

#### 17. **REPRESENTATION AND WARRANTIES OF THE PROMOTER:**

The Promoter hereby represents and warrants to the Allottee as follows; subject to what is stated in this Agreement and all its Schedules and Annexes and subject to what is stated in the Title Certificate and subject to the RERA Certificate:

- i. The Promoter has clear and marketable title with respect to the Project Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Real Estate Project;
- ii. The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- iii. There are no encumbrances upon the Project Land;
- iv. There are no litigations pending before any Court of law with respect to the Project Land or the Real Estate Project;

...30/-

- v. All approvals, licenses and permits issued by the Competent Authorities with respect to the Real Estate Project, the Project Land and said buildings 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 Real Estate Project, the Project Land and said building/s shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project, the Project Land, Buildings and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or

thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Project Land, including the Real Estate Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

...31/-

- ix. At the time of execution of the conveyance deed of the structure to the association of Allottee, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Real Estate Project to the Competent Authorities till the Society Transfer and thereupon the same shall be borne by the Society;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the Project Land.

18. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows:

i. To maintain the Apartment at the Allottee own cost (to be borne and paid by Allottee) in good and tenantable repair and condition from the date on which the possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules,

...32/-

regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or are likely to damage the staircases, lifts, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the



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

- iii. To carry out at her own cost (to be borne and paid by Allottee) all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for

...33/-

the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or

RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to enclose the passages, if any, forming part of the said Apartment without the previous written permission of the Promoter and/or the said Organization and of the concerned authorities;

...34/-

- vii. Not to affix air conditioner/s at any other place other than those earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the said Building in any manner whatsoever;
- viii. Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the said Apartment/Building in any manner whatsoever.
- ix. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- x. Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving

water, electricity or any other service connection to the building in which the Apartment is situated.

- xi. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- xii. The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license or part with the interest or benefit factor of this Agreement or part with the possession of the said Premises or any part thereof or dispose of or alienate otherwise howsoever, the said Premises or any part thereof and/or its rights, entitlements and obligations

...35/-

under this Agreement, until all the dues, taxes, deposits, cesses, the Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with the applicable interest thereon (if any)

- xiii. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and

perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xiv. Till a conveyance of the Project Land along with the structure of the building in which Apartment is situated is executed in favour of Society or Association or Limited Company, the Allottee shall permit the Promoter and her surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

...36/-

- xv. The Allottee shall not at any time do any work in the said Apartment, which would jeopardize the soundness or safety of the said Building or prejudicially affect the same;
- xvi. To use the passenger lifts in the said Building/s for the period and in accordance with the rules and regulations framed by the Promoter or the Organization, from time to time. The Allottee shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the said Building/s including the said Apartment;
- xvii. To pay all amounts agreed or liable to be paid by the Allottee pursuant to this Agreement and to observe and perform the terms, conditions, provisions, stipulations and covenants contained in this Agreement (and on the part of the Allottee to be paid observed and performed) as far

as the same are required to be paid observed and performed by the Allottee and shall keep the Promoter indemnified against all actions suits and proceedings and all costs, charges, expenses, fines, penalties, levies and damages incurred or suffered by or caused to or levied or imposed on the Promoter by reason of non-payment non-observance and/or non-performance thereof;

- xviii. The Promoter shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the un-disposed apartment/s in the said Building but the Allottee will pay all such charges without any dispute;

...37/-

- xix. The open spaces, common entrances, common passages, ducts, lobbies, staircases, lifts in the said Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Allottee shall not use or permit the use of common passages, ducts, open spaces, lobbies, and staircases in the said Building for storage or for use by servants at any time;
- xx. The Allottee shall not display at any place in the said Apartment/Building, any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common areas therein or in any other place or on the window, doors and corridors of the said Building;

- xxi. Neither the Allottee nor the Organisation, as and when it is formed shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to, the Promoter under this Agreement and the Allottee and the said Organisation, as and when it is formed, shall be bound and liable to render to the Promoter, all necessary assistance and co-operation, to enable it to exercise and avail of the same;
- xxii. In the event of Allottee carrying out any unauthorized construction / modification or has caused any damage to the said Apartment or any portion of the said Building or any structure, facility or amenity on the said Project Land, then the Allottee shall rectify and make good all such

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defects, repairs and unauthorized changes within 7 (seven) days from the date of receipt of a written notice from the Promoter, the said Organisation and/or the concerned government, local or public bodies or authorities in that regard;

- 19. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment/s or of the said Project Land and

Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to her and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

...39/-

**21. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE;**

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

**22. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan as per clause 3.5 above, within 30 (thirty) days from the date

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

...40/-

**23. ENTIRE AGREEMENT:**

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

**24. RIGHT TO AMEND;**

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

**25. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES:**



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

**26. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as they are reasonably

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inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**27. METHOD OF CALCULATION OF PROPORTIONATE SHARE:**

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

**28. FURTHER ASSURANCES:**

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

29. **PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place which may be mutually agreed between the Promoter and the Allottee, and after the Agreement is duly

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executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement, shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mapusa, Goa.

30. The Allottee and/or the Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

31. All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email

ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee:

,

(Allottee Address): .

Notified Email ID:

Promoter name:

Address:

Notified Email ID:

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

32. **JOINT ALLOTTEES:**

In case there are Joint Allottee all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her, which shall for all intents and purposes be considered as properly served on all the Allottee.

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

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

34. **DISPUTE RESOLUTION:**

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

35. **GOVERNING LAW:**

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

36. That the possession of the said Apartment is not handed over to the Allottee and that the possession of the said Apartment shall be handed over at the time of Execution of the Sale deed.

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

**FIRST SCHEDULE ABOVE REFERRED TO:**

**(Description of the Said Property)**

All that part of a Property known as “**ZONTAULEM**” or “**ZONTAVLEM**”, **admeasuring 2,655 sq.mts**, situated at Village Dabolim, within the limits of Village Panchayat Chichalim, Taluka and Sub District of Mormugao, District of South Goa, state of Goa. Which property is described in the Land Registration office of Salcete under no.1216 of Book B-4 New and enrolled in the Taluka revenue office under Matriz no.38, surveyed under Survey no.42 (part) of Sub Division no.**7B-4** of Village Dabolim and bounded as under:

North: by a plot of land sold to Srikant Dhargalkar or part of Survey No.42/7B.

South: by a plot of land sold to Raimand Godinho being part of Survey No.42/7B.

East: by the 6 mts wide road.

West: by the 10 mts wide road.

**SECOND SCHEDULE ABOVE REFERRED TO:**

**(Description of the Said Plot)**

All that Independent **Plot bearing no. A**, admeasuring 917.80 sq.mts, presently surveyed under Survey no.42 of Sub Division no.7B-4-D of Village Dabolim, together with proportionate undivided share identified as **Plot “E”** comprising an area of 145.38 sq.mts, reserved as a common access road, which plot was earlier forming part of a Property described in Schedule I hereinabove.

**Plot bearing no.A, bounded as under:**

North: by plot of E.

South: by a plot of land sold to Raimand Godinho being part of Survey No.42/7B.

East: by the 6 mts wide road.

West: by Plot B.

**Plot bearing no.E, bounded as under:**

North: by plot of C and Plot D.

South: by plot A.

East: by the 6 mts wide road.

West: by Plot B.

**THIRD SCHEDULE ABOVE REFERRED TO:**

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

- i. The entire land for the Real Estate Project,
- ii. The stair cases, lifts, staircase and lift lobbies and common entrances and exits of buildings;
- iii. The common terraces, open parking areas;
- iv. The water tanks, well, septic tanks, sumps, motors and all apparatus connected with installations for common use;
- v. All other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;

**FOURTH SCHEDULE ABOVE REFERRED TO:**

**(Description of the Said Apartment)**

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

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

...48/-

\_\_\_\_\_  
**PROMOTER NO.1**

L.H.S. Prints

R.H.F. Prints

(1)\_\_\_\_\_ (1)\_\_\_\_\_

(2)\_\_\_\_\_ (2)\_\_\_\_\_

(3)\_\_\_\_\_ (3)\_\_\_\_\_

(4)\_\_\_\_\_ (4)\_\_\_\_\_

(5)\_\_\_\_\_ (5)\_\_\_\_\_

...49/-

\_\_\_\_\_

**PURCHASER**

L.H.S. Prints

R.H.F. Prints

(1)\_\_\_\_\_ (1)\_\_\_\_\_



(2)\_\_\_\_\_ (2)\_\_\_\_\_

(3)\_\_\_\_\_ (3)\_\_\_\_\_

(4)\_\_\_\_\_ (4)\_\_\_\_\_

(5)\_\_\_\_\_ (5)\_\_\_\_\_

...50/-

**WITNESSES:-**

(1) \_\_\_\_\_

(2) \_\_\_\_\_

...51/-

## **Annexure “E”**

### **(Standard Specifications and Description)**

#### **LIFT LOBBY/ENTRANCE HALL:**

Flooring – natural stone/vitrified tiles.

Walls - natural stone/ceramic tiles/paint.

Ceiling – White Acrylic emulsion paint.

#### **DOORS & WINDOWS:**

Main door – teak wood door with hardwood frame.

Internal doors – Painted flush door shutter with hardwood frame.

External windows – powder coated aluminum with non transparent glass.

#### **KITCHEN FITTINGS:**

Modular kitchen with counter in granite.

Stainless steel single bowl drain board sink.

#### **TOILET FITTINGS:**

Single Lever CP fittings, White Chinaware.

#### **ELECTRICAL:**

Modular type switches & sockets, concealed copper wiring.

#### **CORRIDOORS LIVING, DINNING, LOBBY:**

Flooring – vitrified tiles.

Walls - Acrylic emulsion paint.

Ceiling – White Acrylic emulsion paint.

**BED ROOMS:**

Flooring – vitrified tiles for all bedrooms.

Walls - Acrylic emulsion paint.

Ceiling – White Acrylic emulsion paint.

**KITCHEN:**

Flooring – Anti skid ceramic tiles and marble/granite counter.

Walls – ceramic tiles upto 2 feet (above counter) & Acrylic emulsion paint elsewhere.

Ceiling – White Acrylic emulsion paint.

**TOILETS:**

Flooring – Anti skid ceramic tiles.

Walls – combination of ceramic tiles upto 5 feet.

Ceiling – White Acrylic emulsion paint.

**BALCONY:**

Flooring – Vitrified tiles.

Walls – Apex Paint.

Ceiling – White Acrylic emulsion paint.

**AMENITIES**

- Modular kitchen
- Garbage chutes at all levels
- CCTV Camera surveillance system
- Gated community with 24 hrs security
- Internal roads with interlocking pavers

- Parking facility
- Elevators with backup generator