

AGREEMENT FOR CONSTRUCTION AND SALE

This **AGREEMENT FOR CONSTRUCTION AND SALE** is executed at Margao, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, on this ____ day of month of _____, of the year Two Thousands One Hundred and Twenty-Two (___/___/2022) **BY** and **BETWEEN:**

1. Mr. WILLIAM JOHN DIAS, son of late Mr. Salvador Roque Dias, aged 49 years, occupation service, holding Income Tax card bearing PAN: _XXXXXXXXX, Aadhar Card bearing No. XXXXXXXXXXXX, married, and his wife

2. Mrs. KAREN JACINTA FERNANDES, wife of Mr. William John Dias, aged 39 years, occupation service, holding Income Tax card bearing PAN: XXXXXXXXXXXX, Aadhar Card bearing No. XXXXXXXXXXXX, resident of Serenity, H. No. 22B, Duncolim, Seraulim, Salcete, South Goa, Goa,

3. CORNERSTONE HOMES, a Partnership Firm, duly registered with Registrar of Firms, Salcete at Margao under Reg. No. MGO-F53-2021, holding PAN:XXXXXXXXX, with registered address at Serenity, H. No. 22B/1, Duncolim, Seraulim, Salcete, South Goa, Goa, represented by its partner **Mr. WILLIAM JOHN DIAS**, son of late Mr. Salvador Roque Dias, aged 49 years, occupation service, holding Income Tax card bearing PAN:XXXXXXXXX, Aadhar Card bearing No. XXXXXXXXXXXX, married, resident of Serenity, H. No. 22B, Duncolim, Seraulim, Salcete, South Goa, Goa, hereinafter referred to as **“PROMOTERS/LAND OWNERS-CUM-DEVELOPERS”** (which expression unless excluded by all repugnant to the context, shall be deemed to mean and include their heirs/partners, legal representatives, successors/successors-in-interest, executors, administrators and assigns as the case may be) of First Part.

AND

1. **Mr./Mrs.** _____, son/daughter/wife of Mr. _____, aged _____ years, holding Income Tax Card bearing PAN _____, Aadhaar Card No. _____, Email address: _____, Contact No. _____, marital status _____,

2. **Mr./Mrs.** _____, son/daughter/wife of Mr. _____, aged _____ years, holding Income Tax Card bearing PAN _____, Aadhaar Card No. _____, Email address: _____, Contact No. _____, marital status _____,

Indian National/s and hereinafter referred to as the “**ALLOTTEE/S**”, (which expression unless repugnant to the context and meaning thereof shall mean and include his/her/their heirs, legal representatives, executors, administrators and assigns) of the

SECOND PART.**INTERPRETATION**

Unless the context or meaning thereof otherwise requires,

- (a) Any reference in this Agreement to any rule, regulation, directive or document shall be construed as including a reference to that rule, regulation, directive or document as from time to time amended, modified, extended or re-enacted whether before or after the date of this Agreement.
- (b) Clause and paragraph headings are inserted for ease of reference only and shall not affect the interpretation of this Agreement. References to clauses and recitals shall be construed as references to clauses or recitals of this Agreement, unless specified otherwise.
- (c) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this

Agreement as a whole and not to any particular provision of this Agreement.

- (d) The words “include” and “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases or words of like import.
- (e) The words denoting the singular shall include the plural and vice versa, the words denoting any gender shall include any other gender, as the context may require.

WHEREAS the member no. 2 of the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS is represented herein by her husband member no. 1 of the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS vide General Power of Attorney dated _____, executed before Notary Shri. _____ under his Reg. No. _____. The notarized copy of the same is filled in the office of the Sub-Registrar, Salcete along with this deed.

AND WHEREAS within the limits of Village Panchayat of Nuvem, Taluka and Sub-District of Salcete, District of South-Goa, State of Goa, there exists a property known as “BAIDA” which is more particularly described in the SCHEDULE A hereunder written and is hereinafter for the sake of convenience referred to as “SAID PROPERTY”.

AND WHEREAS the SAID PROPERTY was owned by Mr. Luis Guilherme Dias Colaco and others, who through M/s Bharat Real Estates got the Said Property sub-divided into several plots of unequal in area after obtaining Conversion Sanad thereby converting an area admeasuring 32,653.00 Sq. meters of the Said Property for residential use and after obtaining permission from South Planning and Development Authority under its Order No. SPD/P/4629/876/88-89 dated 12/07/1988.

AND WHEREAS vide Deed of Sale dated 29/05/1990, duly registered in the office of the Sub-Registrar, Salcete under Reg. No. 1104 at pages 126 to 136 of Book No. I, Vol. No. 146 dated 21/06/1990, the erstwhile owners of the Said Property with intervention of M/s Bharat Real Estates, sold unto Mr. Norman Fernandes, one of such sub-divided plot being Plot No. 19 admeasuring 505.00 Sq. meters, then forming part of the Survey No. 17/1 of the Said Property.

AND WHEREAS vide Deed of Sale dated 04/07/2012, duly registered in the office of the Sub-Registrar, Salcete under Reg. No. MGO-BK1-03774-2012, said Mr. Norman Fernandes along with his wife Maryanne Helen Pinto sold the Said Plot No. 19 unto Mr. Anil Maruti Sawant and Mrs. Anuradha Anil Sawant.

AND WHEREAS upon the purchase thereof, Mr. Anil Maruti Sawant and Mrs. Anuradha Anil Sawant applied for partition of the Said Plot No. 19 from the Said Property and vide Judgment and Order dated 30/09/2016 read with Corrigendum dated 10/01/2020 passed by Dy. Collector and SDO, Margao in Case No. LRC/PART/Nuvem/215/2014/III, the Said Plot No. 19 was partitioned from the Said Property and is allotted Survey No. 17/1-K of Nuvem Village.

This Plot No. 19 now surveyed under Survey No. 17/1-K of Nuvem Village is hereinafter referred to as "SAID PLOT" or "PROJECT LAND" and is better described in the SCHEDULE B hereunder written.

AND WHEREAS vide Deed of Sale dated 21/10/2019, duly registered in the office of the Sub-Registrar, Salcete under Reg. No. MGO-1-2997-2019 read with Deed of Rectification dated 18/03/2021, duly registered in the office of the Sub-Registrar, Salcete under Reg. No. MGO-1-1129-2021, said Mr. Anil Maruti Sawant and Mrs. Anuradha Anil Sawant sold the SAID PLOT unto Mr. William John Dias (Member no. 1 of the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS).

AND WHEREAS Mr. William John Dias and his wife Mrs. Karen Jacinta Fernandes (Member no. 1 and 2 of the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS) formed a partnership firm in the name and style of Cornerstone Homes (Member no. 3 of the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS) vide Deed of Partnership dated 22/04/2021 read with Deed of Addendum dated 10/08/2021, which partnership firm is duly registered with the Registrar of Firms, Salcete at Margao under Reg. No. MGO-F53-2021.

AND WHEREAS with intention to develop the SAID PLOT by constructing two independent bungalows therein, the Member no. 1 and 2 of the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS have obtained following licence and permission:

- (i) Technical Clearance Order dated 01/12/2021 under Ref. No. 33566/Const/Nuvem/17/1-K/2021/5997 issued by Town and Country Planning Department, South Goa, Margao;
- (iii) NOC dated _____ under Ref. No. _____ from Primary Health Centre, _____.
- (ii) Construction License No. VP/NUV/BL/2021-22/23 dated 04/01/2022 issued by Village Panchayat of Nuvem, permission has been granted to Mr. William John Dias to construct two residential Bungalows and Compound wall in the Said Plot.

AND WHEREAS the Member no. 1 and 2 of the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS entered into an Agreement dated 14/01/2022 with Cornerstone Homes (Member no. 3 of the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS), whereby the SAID PLOT has been brought in as capital in the said firm Cornerstone Homes.

AND WHEREAS the development to be carried on in the SAID PLOT by the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS have been proposed to be developed with the name CORNERSTONE BLISS and is hereinafter referred to as “SAID PROJECT”.

AND WHEREAS the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS have appointed an Architect/Engineer registered with the Town and Country Planning Department as per Goa Land Development and Building Construction Regulation.

AND WHEREAS the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS have appointed an Architect for RERA purposes registered with the Council of Architects.

AND WHEREAS the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS have registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder Act with the Real Estate Regulatory Authority at Panaji under No. _____; authenticated copy is furnished to the ALLOTTEE/S;

AND WHEREAS the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS have appointed a structural Engineer for the preparation of the structural design and drawings of the Bungalows and the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS accept the professional supervision of the Architect and the structural Engineer till the completion of the said project.

AND WHEREAS by virtue of the Deed of Sale dated 21/10/2019 read with Deed of Rectification dated 19/03/2021 read with Agreement dated 14/01/2022, the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS have exclusive right to sell the premises in the Said Project to be constructed by the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS on the project land and to enter into Agreement/s with the ALLOTTEE/S of the premises and to receive the sale consideration in respect thereof;

AND WHEREAS the ALLOTTEE/S has/have approached the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS for purchase of a Premises in the Said Project.

AND WHEREAS on demand from the ALLOTTEE/S, the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS have given inspection and copies to the ALLOTTEE/S of all the documents of title relating to the project land and the plans, designs and specifications prepared by the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS's Architect Mr. _____ and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; and the allottee/s has/have acknowledges the receipt of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the legal Practitioner of the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS Adv. Gaurish M. Kudchadkar, having office at 203-205, Upper Ground Floor, K Square, Pajifond, Margao, Goa, or any other relevant revenue record showing the nature of the title of the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS to the project land on which the Said Project is to be constructed were also furnished to the ALLOTTEE/S;

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS and according to which the construction of the SAID PROJECT and open spaces are proposed to be provided for on the said land have been annexed hereto;

AND WHEREAS the authenticated copies of the plans and specifications of the Premises agreed to be purchased by the ALLOTTEE/S, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto;

AND WHEREAS the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS have got all the approvals as detailed above from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the Said Project wherever applicable and shall obtain the further approvals, if any, from various authorities from time to time, so as to obtain Completion Certificate or Occupancy Certificate of the Said Project;

AND WHEREAS while sanctioning the said plans concerned competent authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS while developing the project land and the SAID PROJECT and upon due observance and performance of which only the completion or occupancy certificate in respect of the SAID PROJECT shall be granted by the concerned competent authority;

AND WHEREAS the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS have accordingly commenced construction of the SAID PROJECT in accordance with the said approved plans;

AND WHEREAS the ALLOTTEE/S has/have approached the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS for purchase of a Premises in the Said Project.

AND WHEREAS PROMOTERS/LAND OWNERS-CUM-DEVELOPERS have apprised the ALLOTTEE/S that as the two bungalows proposed to be constructed in the SAID PLOT shall be independent without common dividing wall, for the convenience of the occupiers of both villas, the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS, wish to give exclusive right of usage of definite portions of the SAID PLOT to each of the bungalow owner, though the title to undivided share in the SAID PLOT shall vest with both the owners and in pursuance thereto

the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS furnished unto the ALLOTTEE/S the plan showing the distinctive portions of which each bungalow owner will get exclusive right to enjoy, which plan is annexed hereto.

AND WHEREAS the ALLOTTEE/S after being satisfied with clean, clear, marketable and subsisting title of the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS to the Said Plot and their development rights, after having perused the approved plan, permission and licences and after understanding the scheme of development in total and the terms, conditions, restrictions, obligations having been agreeable to the ALLOTTEE/S of his/her/their own will as also understanding and consenting the proposal of the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS of exclusive usage of distinctive portion of the SAID PLOT for the convenience of the owners of the said two bungalows, the ALLOTTEE/S has/have expressed unto the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS his/her/their willingness to acquire a premises in the Said Project and has requested unto the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS to construct and allot unto him/her/them the Bungalow No. _____ of the Said Project.

AND WHEREAS the carpet area of the Said Bungalow 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 villa for exclusive use of the ALLOTTEE/S or verandah area and exclusive open terrace area appurtenant to the said villa for exclusive use of the ALLOTTEE/S, but includes the area covered by the internal partition walls of the villas.

The Said Bungalow No. _____ and State of Area is better described in the SCHEDULE C hereunder written and is hereinafter referred to as "SAID PREMISES".

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 prior to the execution of these presents the ALLOTTEE/S has/have paid to the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS a sum of Rs. _____/- (Rupees _____ Only), being part payment of the sale consideration of the SAID PREMISES agreed to be sold by the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS to the ALLOTTEE/S as advance payment or Application Fee (the payment and receipt whereof the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS hereby admit and acknowledge) and the ALLOTTEE/S has/have agreed to pay to the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS are required to execute a written Agreement for sale of said Apartment with the ALLOTTEE/S, being in fact these presents and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908).

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS hereby agrees to sell and the ALLOTTEE/S hereby agrees to purchase the Said Premises.

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The PROMOTERS/LAND OWNERS-CUM-DEVELOPERS shall construct the Said Project consisting of two Bungalows and compound wall on the project land in accordance with the plans and designs as

approved by the concerned competent authority from time to time wherever applicable. Provided that the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS shall have to obtain prior consent in writing of the ALLOTTEE/S in respect of variations or modifications which may adversely affect the Said Premises of the ALLOTTEE/S except any alteration or addition required by any Government authorities or due to change in law or such alteration or variation which does not in any way change the area (maximum four percent of carpet area) agreed to be sold to the ALLOTTEE/S. No approval of the ALLOTTEE/S shall be required to be obtained for variation (increase or decrease) upto four percent of the carpet area of the Said Premises. However, such variation shall be considered at the time of calculation of final area as provided in clause 1.f. herein later.

1.a (i) The ALLOTTEE/S hereby agree/s to purchase from the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS and the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS hereby agrees to sell to the ALLOTTEE/S the Bungalow No. ____ of _____ Sq. meters of carpet area along with Open Terrace of _____ Sq. Meters as shown in the Floor plan thereof hereto annexed and marked ANNEXURE A for the consideration of Rs. _____/- (Rupees _____ Only) which includes the proportionate incidence of common areas and facilities appurtenant to the premises.

(ii) The ALLOTTEE/S shall be entitled to parking slot as shown in the attached plan

1(b) The total aggregate consideration amount for the Said Bungalow including covered car parking spaces is thus Rs. _____/-

1(c) The ALLOTTEE/S has/have 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 the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS the balance

amount in the manner detailed out in SCHEDULE D herein later written.

All payments shall be made by local cheques or DD. All payments made in currencies other than in Indian Rupees will be treated as having been made in equivalent rupees realized. Any refund or interest or liquidated damages due to the ALLOTTEE/S will also be paid by the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS in Indian rupees only.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS by way of GST, Infrastructure tax and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS) up to the date of handing over the possession of the Said Premises. All these taxes and other outgoings shall be borne and paid by the ALLOTTEE/S as and when due or demanded.

1(e) The Total Price is escalation-free, save and except:

(a) escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/ taxes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The PROMOTERS/LAND OWNERS-CUM-DEVELOPERS undertakes and agrees that while raising a demand on the ALLOTTEE/S for increase in development charges, cost, or levies imposed by the competent authorities etc., the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS 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/S, which shall only be applicable on subsequent payments.

(b) escalations/increases in case of changes suggested by the ALLOTTEE/S to the SAID PREMISES or in case the ALLOTTEE/S

desire use of material/s other than standard material/s that shall be provided or used by the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS.

However it is made absolutely clear that the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS has absolute discretion not to entertain the request for change/changes in the plan as desired by the ALLOTTEE/S. It is abundantly made clear that the time for completion and or delivery of the SAID PREMISES as agreed in this agreement, shall not apply once any changes to the SAID PREMISES are suggested by the ALLOTTEE/S. All such changes desired by the ALLOTTEE/S, should be within the rules and regulations of competent authorities.

1(f) The PROMOTERS/LAND OWNERS-CUM-DEVELOPERS may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the ALLOTTEE/S on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to an ALLOTTEE/S by the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS.

1(g) The PROMOTERS/LAND OWNERS-CUM-DEVELOPERS shall confirm the final carpet area that has been allotted to the ALLOTTEE/S after the construction of the Said Premises is complete and the completion 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 four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS. If there is any reduction in the carpet area within the defined limit then PROMOTERS/LAND OWNERS-CUM-DEVELOPERS shall refund the excess money paid by ALLOTTEE/S within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real

Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the ALLOTTEE/S. If there is any increase in the carpet area allotted to ALLOTTEE/S, the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS shall demand additional amount from the ALLOTTEE/S as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The ALLOTTEE/S authorize/s the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS may in its sole discretion deem fit and the ALLOTTEE/S undertake/s not to object/demand/direct the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS to adjust his payments in any manner.

2.1. The PROMOTERS/LAND OWNERS-CUM-DEVELOPERS hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Said Premises to the ALLOTTEE/S, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the Said Premises.

2.2 Time is essence for the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS as well as the ALLOTTEE/S. The PROMOTERS/LAND OWNERS-CUM-DEVELOPERS, subject to clause 6 contained herein later, shall abide by the time schedule for completing the project and handing over the Said Premises to the ALLOTTEE/S after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the ALLOTTEE/S has/have paid all the

consideration and other sums due and payable to the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS as per the agreement. Similarly, the ALLOTTEE/S shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS, as provided in clause 1(c) herein above. ("Payment Plan").

3. The PROMOTERS/LAND OWNERS-CUM-DEVELOPERS hereby declares that the Floor Area Ratio (FAR) available as on date in respect of the SAID PLOT is _____ square meters only and PROMOTERS/LAND OWNERS-CUM-DEVELOPERS has planned to utilize FAR of _____ Sq. meters. The PROMOTERS/LAND OWNERS-CUM-DEVELOPERS has disclosed the FAR of _____ sq. mtrs as proposed to be utilized by it on the SAID PLOT in the Said Project and ALLOTTEE/S has/have agreed to purchase the Said Premises based on the proposed construction and sale of said premises to be carried out by the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS by utilizing the said FAR and on the understanding that the declared proposed FAR shall belong to PROMOTERS/LAND OWNERS-CUM-DEVELOPERS only.

4.1 If the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS fails to abide by the time schedule for completing the project and handing over the Said Premises to the ALLOTTEE/S, the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS agrees to pay to the ALLOTTEE/S, who does not intend to withdraw from the project, interest as specified in the RERA Rule, on all the amounts paid by the ALLOTTEE/S, for every month of delay, till the handing over of the possession. The ALLOTTEE/S agrees to pay to the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS, interest as specified in the said Rules, on all the delayed payment which become due and payable by the ALLOTTEE/S to the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS under the

terms of this Agreement from the date the said amount is payable by the ALLOTTEE/S(s) to the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS .

4.2 Without prejudice to the right of PROMOTERS/LAND OWNERS-CUM-DEVELOPERS to charge interest in terms of sub clause 4.1 above, on the ALLOTTEE/S committing default in payment on due date of any amount due and payable by the ALLOTTEE/S to the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS shall at his own option, may terminate this Agreement:

Provided that, PROMOTERS/LAND OWNERS-CUM-DEVELOPERS shall give notice of seven days in writing to the ALLOTTEE/S, by email at the emailaddress or by registered AD at the address provided by the ALLOTTEE/S, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the ALLOTTEE/S fails to rectify the breach or breaches mentioned by the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS within the period of notice, then at the end of such notice period, this agreement shall automatically stand terminated and canceled without any requirement of executing cancellation agreement and upon such termination of this Agreement the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS shall be at liberty to dispose of and sell the Said Premises to such person and at such price as the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS may in its absolute discretion think fit and in such case, no permission or consent of the ALLOTTEE/S shall be required to be obtained nor the ALLOTTEE/S shall be required to be joined in any such further transaction. If the ALLOTTEE/S refuse/s to accept the notice, the date of attempted delivery by the postal authorities shall be deemed to

be the date of service of notice for the purpose of counting the period of notice.

Provided further that upon termination of this Agreement as aforesaid, the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS shall refund to the ALLOTTEE/S (subject to adjustment, deduction and recovery of any agreed liquidated damages and any other amount which may be payable to PROMOTERS/LAND OWNERS-CUM-DEVELOPERS) within a period of six months of the termination, the instalments of sale price of the Said premises which may till then have been paid by the ALLOTTEE/S to the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS but the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS shall not be liable to pay to the ALLOTTEE/S/PURCHASER/S any interest on the amount so refunded. The liquidated damages shall be 30% of the consideration of the sale premises till then paid by the ALLOTTEE/S/PURCHASER/S. Further, the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS shall not be liable to pay/refund any expenses incurred by the ALLOTTEE/S towards stamp duty, registration fee, process fee, GST and other taxes. The right of the ALLOTTEE/S shall be limited only to have the refundable amount, if any due and shall have no claim or interest in the Said Premises or reserved parking, if any, or proportionate share in the land.

Provided further, that in case, the ALLOTTEE/S had recommended any changes to be carried out to the SAID PREMISES, which changes have been executed in part or in whole, the cost of restoring the said premises to its original design/plan, shall also be deducted from the refundable part of the consideration mentioned above, notwithstanding that such restoration shall be executed at a future date. In case the cost of such restoration exceeds the refundable amount, the ALLOTTEE/S shall be liable to pay the differential amount to the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS within 8 days of such automatic termination.

5. The fixtures and fittings with regard to the flooring and sanitary fittings to be provided by the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS in the Said Project and the Said premises as are set out in Schedule E hereto.

6. The PROMOTERS/LAND OWNERS-CUM-DEVELOPERS shall give possession of the Said Premises to the ALLOTTEE/S on or before ____ day of the month of ____ of the year ____ subject to following proviso. If the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS fails or neglects to give possession of the Said Premises to the ALLOTTEE/S on account of reasons beyond his control and of his agents by the aforesaid date then the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS shall be liable on demand to refund to the ALLOTTEE/S the amounts already received by him in respect of the Said Premises with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS received the sum till the date the amounts and interest thereon is repaid. The PROMOTERS/LAND OWNERS-CUM-DEVELOPERS shall not be liable to pay/refund any expenses incurred by the ALLOTTEE/S towards stamp duty, registration fee, process fee, GST and other taxes. The interest as become payable shall be considered as liquidated damages and no separate amount shall be required to be paid towards liquidated damages and or compensation.

Provided that the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS shall be entitled to reasonable extension of time for giving delivery of Said Premises on the aforesaid date, if the completion of Said Project in which the Said Premises is to be situated is delayed on account of

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/ court;
- (i) Any delay on part of Municipality or any other Public or Statutory Authorities in issuing or granting necessary

Certificates /NOC/Permission/ License/
connections/installations/revision/renewal of plans to the said
project under construction;

- (iv) Force-majeure causes or other reasons beyond the control of the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS;
- (v) any delay due to adverse weather conditions including heavy rains, flooding, and other acts of nature, fire, explosion, riots, vandalism, terrorist attack, arson, strikes, stoppages, national emergencies, lockdowns (full/partial), epidemics or war.
- (vi) any delay due to shortage/non-availability of construction material, shortage/scarcity/non-availability of labour, activism, extortion, stoppage, agitation, collective action, PIL or any other act or interference by any person(s) or group of persons that obstructs, hampers, stops, delays, impedes or affects the construction of the said premises or project or the progress of the building work or the free movement of man power and material and vehicles into or out of the project site for any length of time;
- (vii) Any additional work in the Said premises undertaken by the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS at the instance of the ALLOTTEE/S;
- (viii) Any delay or default by the ALLOTTEE/S in making payments as per terms and conditions of this present Agreement (without prejudice to the rights of the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS under this Agreement).

The ALLOTTEE/S/PURCHASER/S shall not be entitled to any alternate accommodation for reasons of delay in delivering the possession. The date of possession mentioned herein in this agreement is specifically with respect to the completion of the SAID PREMISES only and the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS shall have sufficient time to complete the Said Project.

7.1 Procedure for taking possession.— The PROMOTERS/LAND OWNERS-CUM-DEVELOPERS, upon obtaining the occupancy certificate from the competent authority and the payment made by the ALLOTTEE/S as per the agreement shall offer in writing the possession of the Said Premises, to the ALLOTTEE/S in terms of this Agreement to be taken within fifteen days from the date of issue of such notice and the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS shall give possession of the Said Premises to the ALLOTTEE/S, provided all monies payable under this agreement are paid in full, the ALLOTTEE/S is not guilty of any violation of any provisions of this agreement and executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement.

If the ALLOTTEE/S refuses to accept the written letter or the written letter could not be served on the registered address, the date of attempted delivery by the postal authorities shall be deemed to be the date of service of letter for the purpose of counting the period of letter.

7.2 The ALLOTTEE/S shall take possession of the Said Premises within 15 days of the written notice from the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS to the ALLOTTEE/S intimating that the Said Premises are ready for use and occupancy.

7.3 Failure of ALLOTTEE/S to take Possession of Said Premises upon receiving a written intimation from the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS as per clause 7.1 (including in case of refusal of service or deemed service), the ALLOTTEE/S shall take possession of the Said Premises from the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS shall give possession of the Said Premises to the ALLOTTEE/S.

In case the ALLOTTEE/S fails to take possession within the time provided in clause 7.2, such ALLOTTEE/S shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the Said Project and the Said Premises thereon.

7.4 If within a period of five years from the date of handing over the Said Premises to the ALLOTTEE/S, the ALLOTTEE/S brings to the notice of the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS any structural defect in the Said Premises, then, wherever possible such defects shall be rectified by the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS at their own cost and in case it is not possible to rectify such defects, then the ALLOTTEE/S shall be entitled to receive from the PROMOTERS/LANDOWNERS-CUM-DEVELOPERS, compensation for such defect in the manner as provided under the Act. But the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS shall not be responsible or liable to rectify or pay compensation, where the defect is attributable to the acts of the ALLOTTEE/S or that of the neighbouring occupant or due to normal wear and tear or weather condition or directly or indirectly due to changes effected or modification done by the other ALLOTTEE/S in their respective premises. But the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS may offer services to rectify such defects with charges. Cracks to the plaster (internal/external walls), dampness in external walls, moisture to the walls, pilling of paints due to moisture/weather/humidity/salty air, breakdown of fixtures, fittings, seepage of water in wall or floor due to washing of the floor or walls by the ALLOTTEE/S or occupier of neighbouring premises cannot be and shall not be considered as defective work.

8. The ALLOTTEE/S shall use the Said Premises or any part thereof or permit the same to be used only for purpose for which it is approved. The ALLOTTEE/S shall use the parking space, if allotted,

only for purpose of parking the vehicle. It is agreed that unless, this agreement reserves a particular parking space for the ALLOTTEE/S, the ALLOTTEE/S shall not have any right to parking slot.

9. The PROMOTERS/LAND OWNERS-CUM-DEVELOPERS shall, transfer the title of the Said Premises along with undivided proportionate share in the SAID PLOT corresponding to the Said Premises by executing Sale Deed in favour of the ALLOTTEE/S. The Sale Deed shall be executed only upon full and timely payment of all monies payable under this agreement and after completion and after obtaining occupancy Certificate. In case the ALLOTTEE/S instead of executing the Sale Deed in his/her/their favour wish to have the title of the Said Premises transferred directly to the third party via sale, assignment, allotment, exchange of rights and interest, gift, whether executed before or after full payment but before transfer of title by executing sale deed, a sum of Rs. 20,000/- or 1% of the sale value to third party, whichever is higher, shall be paid to the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS as administrative charges for third party transfer. Administrative Charges payable to the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS in case of gratuitous transfer shall be Rs. 20,000/-. All the costs and expenses towards such transfer, such as stamp duty, registration fees, process fees, legal fees, shall borne and paid by the ALLOTTEE/S.

The ALLOTTEE/S shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said Premises until all the dues payable by the ALLOTTEE/S to the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS under this Agreement are fully paid up and only if the ALLOTTEE/S had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the ALLOTTEE/S has/have intimated in writing to the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS and obtained the written consent of the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS for such transfer,

assign or part with the interest etc. Any third party transfer/agreement to transfer the said premises, before registration of the sale deed by the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS unto the ALLOTTEE/S, without the consent of the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS shall be invalid.

9.1 Within 15 days after notice in writing is given by the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS to the ALLOTTEE/S that the Said Premises is ready for use and occupancy, the ALLOTTEE/S, irrespective of whether the ALLOTTEE/S has/have taken possession or not, shall be liable to bear and pay the proportionate of outgoings in respect of the project land and Said Premises namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges.

10. The ALLOTTEE/S shall on or before delivery of possession of the said premises or within 15 days of demand by the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS whichever is earlier, pay to the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS, the following amounts :-

- (i) Rs. 15,000/- towards legal fees for drafting of Sale Deed;
- (ii) Rs. _____/- for deposit towards infrastructure tax, water and electricity connection;
- (iii) such amount as determined and demanded towards installation of the transformer, sewerage line, line minimum charges at actual in proportionate to the area of the said premises;
- (vi) such amount as payable towards stamp duty and registration fees for the sale deed of the said premises.

11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS/LAND OWNERS-CUM-DEVELOPERS

The PROMOTERS/LAND OWNERS-CUM-DEVELOPERS hereby represents and warrants to the ALLOTTEE/S as follows:-

- i. The PROMOTERS/LAND OWNERS-CUM-DEVELOPERS as on date has clear and marketable title to the SAID PLOT as declared in the title report and the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS have the requisite rights to carry out development upon the said plot and also has actual, physical and legal possession of the said plot for the implementation of the Project;
- ii. The PROMOTERS/LAND OWNERS-CUM-DEVELOPERS as on date have lawful rights and requisite approvals from the competent Authorities to carry out development of the Said Plot and shall obtain requisite approvals from time to time to complete the development of the said project;
- iii. There are no known encumbrances upon the said plot or the Said Project;
- iv. There are no known litigations pending before any Court of law with respect to the Said Plot or Project;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Said Plot and Said Premises 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 Said Project, Said Plot and said premises shall be obtained by following due process of law and the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, SAID PLOTS, said premises and common areas;
- vi. The PROMOTERS/LAND OWNERS-CUM-DEVELOPERS have 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/S created herein, may prejudicially be affected;
- vii. The PROMOTERS/LAND OWNERS-CUM-DEVELOPERS have 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 SAID PLOTS, including the Project and the Said Premises which will, in any manner, affect the rights of ALLOTTEE/S under this Agreement but the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS is free to enter into any contract with third party to develop the Said Plot or any part thereof and no permission of the ALLOTTEE/S shall be required;

- viii. The PROMOTERS/LAND OWNERS-CUM-DEVELOPERS confirm that the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS as on date is not restricted in any manner whatsoever from selling the said premises to the ALLOTTEE/S in the manner contemplated in this Agreement;
 - ix. The PROMOTERS/LAND OWNERS-CUM-DEVELOPERS have duly paid and upto the date of Occupancy shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities and the ALLOTTEE/S undertakes to reimburse the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS towards such amount so paid, proportionate to the super built up area of the Said Premises;
 - x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the project land) has been received or served upon the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS in respect of the Said Plot and/or the Project as on date.
12. The ALLOTTEE/S for himself/herself/themselves with intention to bring all persons into whosoever is hands the Said Premises may

come, hereby covenants with the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS as follows :-

- i. To maintain the Said Premises at the ALLOTTEE/S own cost in good and tenantable repair and condition from the date that of possession of the Said Premises is taken and shall not do or suffer to be done anything to the Said Premises which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Said Premises or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Said Premises any goods which are of hazardous, combustible or dangerous nature except domestic LPG or storing of which goods is objected to by the concerned local or other authority, for any breach ALLOTTEE/S shall be liable for the consequences.
- iii. To carry out at ALLOTTEE/S own cost all internal repairs to the Said premises and maintain the Said premises in the same condition, state and order in which it shall be delivered by the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS to the ALLOTTEE/S and shall not do or suffer to be done anything in or to the Said premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the ALLOTTEE/S committing any act in contravention of the above provision, the ALLOTTEE/S shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Said premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said premises or any part thereof, nor any alteration in the elevation and shall keep the portion, sewers, drains and pipes in the Said premises 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 Said Project in which the Said premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Said premises without the prior written permission of the local authority, the ALLOTTEE/S shall take all reasonable care and precaution to see that no damage or inconvenience is caused to the neighbouring bungalow and or the occupiers.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said premises and the said project in which the Said premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said premises in the compound or any portion of the said project in which the Said premises is situated.
- vii. The ALLOTTEE/S shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said premises until all the dues payable by the ALLOTTEE/S to the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS under this Agreement are fully paid up and only if the ALLOTTEE/S had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS has intimated in writing to the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS and obtained the written consent of the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS for such transfer, assign or part with the interest etc. Any third party transfer/agreement to transfer the said premises, before registration of the sale deed by the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS unto the ALLOTTEE/S, without the consent of the

PROMOTERS/LAND OWNERS-CUM-DEVELOPERS shall be invalid.

- viii. The ALLOTTEE/S/PURCHASER/S along with other ALLOTTEE/S/PURCHASER/S of Said premises in the said project shall join in making contribution where any repair has to be done to the common compound wall.
 - ix. Though for the sake of convenience the ALLOTTEE/S shall be entitled to use definitive portion of the SAID PLOT as marked in the annexed plan, the ALLOTTEE/S shall not be entitled to partition his/her/their distinctive portion from the SAID PLOT.
 - x. Though the title of such distinctive portion shall remain in common with the owners of all the said two bungalows, yet no owner of any of the said two bungalows shall have any pre-emptive right or any other right to the other bungalow or the share in the land or undivided share in the Said Plot and each of the bungalow owner shall be entitled to execute any transaction of transfer or mortgage in respect of their respective bungalow along with undivided share in the said plot owned by them with any person of their choice, without consent of the other bungalow owners.
 - xi. The ALLOTTEE/S shall maintain the front elevation and the side and rear elevation of the SAID PREMISES in the same forms the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS constructed it and shall not at any time alter the said elevations in any manner, except with the prior written permission from the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS or local authority
 - xii. The ALLOTTEE/S agree/s to leave the backyard space/setback area open to sky at all times without erecting any temporary/permanent shade or structure of any kind.
13. The PROMOTERS/LAND OWNERS-CUM-DEVELOPERS shall maintain a separate account in respect of sums received by the

PROMOTERS/LAND OWNERS-CUM-DEVELOPERS from the ALLOTTEE/S as advance or deposit, sums received on account of the share capital for the promotion of the Cooperative Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

14. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Said Premises or any part thereof. The ALLOTTEE/S shall have no claim save and except in respect of the Said Premises along with the proportionate indivisible share hereby agreed to be sold to him/her/them.

15. PROMOTERS/LAND OWNERS-CUM-DEVELOPERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS executes this Agreement he shall not mortgage or create a charge on the Said Premises 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/S who has taken or agreed to take Said Premises.

16. BINDING EFFECT

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

and deliver to the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS this Agreement within 30 (thirty) days from the date of its receipt by the ALLOTTEE/S and/or appear before the Sub-Registrar for its registration as and when intimated by the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS, then the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS shall serve a notice to the ALLOTTEE/S for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the ALLOTTEE/S, application of the ALLOTTEE/S shall be treated as cancelled and all sums deposited by the ALLOTTEE/S in connection therewith including the booking amount shall be returned to the ALLOTTEE/S without any interest or compensation whatsoever but after deducting 10% of the amount paid towards breach.

17. ENTIRE AGREEMENT

This Agreement, along with its schedules, 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 premises, as the case may be.

18. RIGHT TO AMEND

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

19. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PROSPECTIVE ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S

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

20. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the ALLOTTEE/S has/have to make any payment, in common with other ALLOTTEE/S in Project, the same shall be computed on proportionate/pro-rata basis by the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS on the super built up area of the said premises and borne by the ALLOTTEE/S accordingly.

22. 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.

23. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS through its authorized signatory at the PROMOTERS/LAND

OWNERS-CUM-DEVELOPERS's Office, or at some other place, which may be mutually agreed between the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS and the ALLOTTEE/S, after the Agreement is duly executed by the ALLOTTEE/S and the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

24. The ALLOTTEE/S and/or PROMOTERS/LAND OWNERS-CUM-DEVELOPERS shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS will attend such office and admit execution thereof.

25. That all notices to be served on the ALLOTTEE/S and the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS as contemplated by this Agreement shall be deemed to have been duly served if sent to the ALLOTTEE/S or the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:-

Name of ALLOTTEE/S

(ALLOTTEE/S's Address) _____

Notified Email ID: _____

Name of PROMOTERS/LAND OWNERS-CUM-DEVELOPERS

As mentioned in the Name clause

Notified Email ID: _____

It shall be the duty of the ALLOTTEE/S and the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS 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/LAND OWNERS-CUM-DEVELOPERS or the ALLOTTEE/S, as the case may be.

26. JOINT ALLOTTEE/SS

That in case there are Joint ALLOTTEE/S all communications shall be sent by the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS to the ALLOTTEE/S whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the ALLOTTEE/S.

27. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement and sale deed shall be borne by the ALLOTTEE/S.

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

29. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in the State of Goa will have the jurisdiction for this Agreement.

SCHEDULE A

(DISCRIPTION OF THE SAID PROPERTY)

ALL THAT property known as "BAIDA" situated at Quirbatta of the parish of Nuvem Village, within the limits of Village Panchayat of Nuvem, Taluka and Sub-District of Salcete, District of South Goa,

State of Goa, not described in the Land Registration office of Salcete but enrolled under Land Revenue No. 620 and surveyed under Survey No. 16/2 as admeasuring 7950.00 Sq. meters, Survey No. 16/6 as admeasuring 2025.00 Sq. meters and Survey No. 17/1(part) as admeasuring 20,000 Sq. meters and the Said Property as a whole is bounded as under:

On the East : by Nullah;
 On the West : by property of heirs of Joao Manuel Pacheco and paddy fields;
 On the North : by property under Survey No. 256 of Village Nuvem; and
 On the South : by remaining portion of Survey No. 17/1 of Nuvem Village.

SCHEDULE B

(DISCRIPTION OF THE SAID PLOT HEREBY SOLD)

ALL THAT Plot of land admeasuring 505.00 Sq. meters, forming an independent and separate unit in itself Surveyed under Survey No. 17/1-K of Village Nuvem, erstwhile identified as Plot No. 19 of the Estate "Damodar Nagar" and erstwhile forming part of the Said Property described in SCHEDULE A hereinabove written and is bounded as under:

On the East : by Plot No. 18;
 On the West : by 8.00 meters wide road;
 On the North : by Plot No. 8;
 On the South : by 8.00 meters wide road.

The Said Plot as per Survey Plan is as identified in the Plan annexed hereto the same forms part of this deed.

SCHEDULE C

(DESCRIPTION OF THE SAID PREMISES)

ALL THAT Bungalow No. ____, admeasuring ____ Sq. metres of carpet area, located in the complex known as CORNERSTONE BLISS under

construction in the SAID PLOT described in Schedule B above and is bounded as under:

East: by _____
 West: by _____
 North: by _____
 South: by _____

(AREA STATEMENT OF THE SAID PREMSIES)

The Area of the SAID PREMISES is as under:

Super built-up area : _____ Sq. meters;
 Built-up area : _____ Sq. meters;
 Carpet Area : _____ Sq. meters.

SCHEDULE D

(PAYMENT SCHEDULE)

The ALLOTTEE/S shall make the payment to the PROMOTERS/LAND OWNERS-CUM-DEVELOPERS as per the Schedule given below:

Sr. No.	Time of Payment	Percent of the total Consideration
i)	At the time of booking/ executing this agreement	Rs.
ii)	On the completion of Plinth	Rs.
iii)	On the completion of _____	Rs.
iv)	On the completion of _____	Rs.
v)	On Completion of _____	Rs.
vi)	On Completion of _____	Rs.
xi)	On Completion of _____	Rs.
xii)	On Completion of _____	Rs.
<u>xiii)</u>	<u>At the time of Occupancy</u>	<u>Rs.</u>
TOTAL		Rs. /-

NOTE: GST shall be paid separately along with each instalment.

SCHEDULE E
(PROJECT SPECIFICATION)

Structural Features:

Flooring:

Toilets

Doors:

Windows:

Electrical:

Wall finish:

Interior:

Exterior:

NOTE:

The doors and windows indicated in the approved/annexed plan and the specification are tentative. Alterations/changes in the position of the same may be made as per the requirement of the Architect.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day, date, month and the year first herein above mentioned.