

## AGREEMENT FOR SALE

This agreement for sale (the "**Agreement**") is made at Panaji this [ ] day of [ ] in the year [ ]

### **BETWEEN**

1. **PROVIDENT HOUSING LIMITED**, a public limited company incorporated under the Companies Act, 1956 having its registered office at #8, Shilpa Regency, Ulsoor Road, Bangalore – 560 042, Permanent Account Number (**PAN AAACP8877D**), represented by its authorized signatory, hereinafter referred to as "**Developer**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, successors in title and permitted assigns) of the First Part;
2. **TRINITAS REALTORS INDIA LLP** (*formerly TRINITAS REALTORS INDIA PRIVATE LIMITED*), a limited liability partnership having its registered office at Floor 8, Mutta Chambers, Senapati Bapat Marg, Pune – 411 016, Permanent Account Number (**PAN AAJFT1460C**), represented by its POA holder Provident Housing Limited, hereinafter referred to as "**Landowner**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, successors in title and permitted assigns) of the Second Part;

Unless the context requires otherwise, Developer and Landowner are hereinafter collectively referred to as "**Promoter**".

### **AND**

3. **[Insert name of Purchaser]** S/o. [ ] aged [ ] years, (PAN No. [ ]) and **[Insert name of Co-applicant]** wife of [ ] aged [ ] years, (PAN No. [ ]), having his/her/their address at [Please insert address], hereinafter referred to as the "**Purchaser(s)**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors and administrators and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors and administrators of such last surviving member of the coparcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the Third Part.

### **WHEREAS**

- A. The land comprised in Survey Number 198/1 measuring approximately 128,925 square meters originally belonged to the Comunidade of Sancoale, P.O. Cortalim, State of Goa, which land together with another parcel of land bearing Survey Number 197/1 (part) has been described as *Lote Reservado No. XXIV (part)* of the Comunidade of Sancoale, measuring approximately 227,220 square meters, which as been recorded by the Superintendent of survey and Land Records in its certificate dated 12.03.2014, bearing No. 9-02(75)-DSLRL-14/3399.
- B. By its letter dated 10 September 1968, Birla Gwalior Private Limited, a company incorporated under provisions of the Companies Act, 1956, applied to the then Lieutenant Governor of Goa, Daman And Diu for allotment and perpetual lease of the said land for the purposes of establishing a manufacturing plant.

- C. Consequent upon such request, the Comunidade of Sancoale at its extra ordinary meeting granted the said land on a perpetual lease to Birla Gwalior Private Limited and under a deed of lease dated 01.02.1969, registered as document no. 43, in Book 1, Volume 1, pages 267-283 at the office of the Sub-Registrar of Mormugao, the Comunidade of Sancoale leased the said land to Birla Gwalior Private Limited.
- D. Under an Indenture of Assignment dated 4.12.1969, Birla Gwalior Private Limited then assigned all its rights, title and interests in the said lease to Zuari Agro Chemicals Limited, which indenture of assignment is registered as document no. 287, in Book 1, Volume 1, pages 44-53 at the office of the Sub-Registrar of Mormugao, Goa.
- E. Subsequently, under a Deed of Conveyance dated 31.03.1971, the said land was sold by the Comunidade of Sancoale, in favour of Zuari Agro Chemicals Limited, which deed was registered as document no. 167, Book 1, Volume 9, pages 335-358 at the office of the Sub-Registrar of Mormugao.
- F. Under a Deed of Exchange dated 24.05.2013, registered as document no. 884, in Book 1, Volume 1550, pages 143-164 at the office of the Sub-Registrar, Mormugao Taluka, the said land comprising Survey Number 198/1 and Survey Number 197/1 (part) was received by Trinitas Realtors India Private Limited from Zuari Global Limited (formerly Zuari Industries Limited and previous to that, Zuari Agro Chemicals Private Limited) in exchange for land owned by Trinitas Realtors India Private Limited and given in exchange to Zuari Global Limited.
- G. Trinitas Realtors India Private Limited was subsequently converted from a private limited company to a limited liability partnership under the Limited Liability Partnership Act, 2008 under the name "Trinitas Realtors India LLP" bearing LLP Identification Number AAC-2158, which registration of conversion was granted by the Registrar of Companies by its certificate dated 27.03.2014.
- H. Consequent upon becoming owner of the Larger Property, Landowner applied for and obtained conversion of the Larger Property from agricultural use to non-agricultural use vide Sanad dated 27.12.2013 bearing No. AC - 1/SG/ConvMor/8/2013/12574, issued by the Office of the Collector, South Goa District, Margao, Goa, which order continues to be valid and subsisting as on the date of this Agreement, and details of which is attached to this Agreement in Annexure – 2.
- I. Being desirous of developing the Larger Property, Landowner has executed an area sharing Joint Development Agreement with Developer, dated 13.10.2017 bearing Document No. MOR-BK1-01686-2017, stored on CD No. MORD24, registered at the office of the Sub-Registrar of at Mormugao Taluka ("**Joint Development Agreement**").
- J. In addition, Landowner has executed an irrevocable Power of Attorney in favour of Developer dated 13.10.2017 bearing Document No. MOR-BKPoA-00038-2017, stored on CD No. MORD24 (the "**POA**"), registered at the office of the Sub – Registrar, Mormugao Taluka, under the terms of which Landowners has granted absolute and exclusive development rights in respect of the Larger Property (as defined below) in favour of Developer herein, on terms and conditions set out in the Joint Development Agreement, pursuant to which Developer intends to carry out phase-wise and segment-wise development of the Larger Property.
- K. Under the Joint Development Agreement and POA, Landowner has authorized Developer to construct, develop, market, sell and transfer on an ownership basis, apartments, flats, residential units, serviced apartments, and/or managed residences in buildings to be constructed by Developer on the Larger Property, for such consideration and on such terms and conditions as deemed fit by Developer; and for this purpose to sign and execute all necessary documents, agreements, deeds or instruments with prospective purchasers.

- L. Promoter is now constructing and developing a mixed use real estate project to be known as "Adora De Goa" (the "Goa Project") in multiple phases on the Property, of which the present phase, viz., "Adora De Goa 1" is being constructed on a portion of the Larger Property and shall consist of 3 (three) multi-storied residential towers comprising a total of 6 (six) blocks with 1 (stilt) and 5 (five) upper floors in each block (hereinafter referred to as the "Project" and/or "Phase – 1" or "Phase – 1 of the Project", as the context so requires), as per the sanctioned plan at present and more particularly shown on the proposed layout plan of the Larger Property with outline of building/ blocks within the Sanctioned Plan, and is set out in Part 2 of Schedule – 1 attached to this Agreement.
- M. Land situated in Survey Number 198/1, located in Vidhya Nagar Colony, Zuari Nagar, Chicalim, Goa - 403726 admeasuring approximately 128,925 square meters as per Form I and XIV is hereinafter referred to as the "**Larger Property**" and which is more particularly described in Part C of the First Schedule hereunder written and is delineated by red colour boundary lines on the plan annexed and marked as Part 1 of Schedule – 1 hereto.
- N. All details pertaining to title to the Larger Property, approvals and permissions issued in respect of the Larger Property are elucidated in Title Certificate dated 26.08.2016, issued by Wadia Ghandy & Co, a copy of which is annexed and marked as Annexure – 1 hereto ("Title Certificate") along with a copy of Form I and XIV pertaining to the Larger Property is annexed hereto.
- O. The Promoter will develop the Project in phases by constructing various residential buildings and residential in combination with commercial (mixed use) buildings, including but not limited to hotels, serviced apartments, or managed residences in each phase.
- P. Promoter has also obtained a construction license dated 18.08.2016 bearing No. 32/2016-17, issued by the Office of the Village Panchayat Sancoale, P.O.Cortalim – Mormugao development permission dated 09.08.2016, bearing No. MPDA/7-T-39/2016-17/583, issued by the Mormugao Planning and Development Authority, details of which, along with details of other applicable permissions, licenses and consents are attached to this Agreement in Annexure – 2.
- Q. Building [Tower No. \_\_\_\_] in the Project is hereinafter referred to as the "**Project Building**".
- R. The development of land into buildings, towers and/or wings constituting part of the Larger Property ("**Future Buildings**") excluding the Project are not a part of and shall not be interpreted or construed as a part of Phase – 1 of the Project.
- S. Promoter is undertaking development of the Larger Property by exploiting the full development potential of the Larger Property, including but not limited to by way of inter alia – (a) utilising, consuming and loading balance FAR of Phase – 1 and FAR nomenclated in any manner whatsoever including additional FAR, transferable development rights ("**TDR**"), special FAR, compensatory FAR, incentive FAR, incentive FAR under applicable law and any other FAR/TDR including TDR that may be acquired in any manner; (b) utilising, consuming and exploiting all the benefits, potential, yield, advantages presently available and/or that may be available in future for any reason whatsoever and/or any other rights, benefits or any floating rights which is or are and or may be available in respect of the Larger Property or elsewhere and/or any potential that is or may be available on account of the existing provisions and/or by change of law and/or change of policy and/or any other rights and benefits including on account of undertaking incentive FAR schemes under the applicable law, or elsewhere and/or any potential that is or may be available on account of the existing provisions or any amendments thereto under applicable law; (c) subject to applicable law, dealing with, disposing of by way of marketing, transferring, alienating, encumbering and/or mortgaging by way of sale, lease, mortgage, hypothecation or any other manner howsoever as may be permitted under applicable law; and (d) by clubbing/amalgamating the development of the Larger Property (or part thereof) with adjoining

properties as available. It is further clarified that Future Buildings may be located anywhere on the Larger Property subject to receiving necessary approvals from the relevant Authority.

- T. Upon the Promoter submitting a layout plan and building plan for development of the Larger Property, the Mormugao Planning and Development Authority has sanctioned layout plans and building plans for construction, comprising of buildings falling under the S1 and C1 settlement zones (as described in the Goa Development Control Regulations) including the Project Building, vide approval dated 09.08.2016, details of which is annexed to this Agreement in **Annexure – 2**.
- U. The Promoter has engaged the services of qualified Architects, Engineers and structural designs, drawings and specifications for development of the Project, which Architect, Engineers and/or structural engineer the Promoter is entitled to change from time to time, in accordance with the needs of development and construction of the Project.
- V. Being desirous of purchasing a flat/apartment/unit in the Project Building being constructed, the Purchaser(s) has/have approached the Promoter and submitted an application to allot to him/her/it/them an apartment in the Project Building, being Flat No. [ ] situated on the [ ] floor of the Project Building being constructed in Phase – 1 of the Project, the typical floor plan of which apartment is more particularly described in **Part 3 of Schedule – 1** attached to this Agreement.
- W. Pursuant to discussions and negotiations between Purchaser(s) and Promoter; and based on Purchaser(s) consent to the terms contained in the application, Promoter has agreed to allot and sell to the Purchaser(s) the Apartment for the Sale Consideration and on terms, conditions, covenants and provisions recorded in this Agreement.
- X. Purchaser(s) has/have demanded inspection/information from Promoter and Promoter has granted inspection of the following documents and information to Purchaser(s) and/or Purchaser(s) Advocates/consultants:
- (i) All documents of title relating to the Larger Property;
  - (ii) All the documents mentioned in Recitals hereinabove;
  - (iii) All the approvals and sanctions of all relevant authorities for development of the Larger Property and construction of the Project Building thereon and also building plans, floor plan, designs and specifications prepared by Promoter's Architects and as approved by the Mormugao Planning and Development Authority;
  - (iv) Title Certificate;
  - (v) Revenue Records pertaining to the Larger Property; and
  - (vi) All other documents as required to be disclosed to Purchaser(s) under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA") and Rules.
- Y. Promoter has applied for registration of the Phase – 1 of the Project as a real estate project under provisions of RERA and the Rules, with acknowledgement number [ ] and screenshot of submission is attached to this Agreement as **Annexure – 3**, and a copy of the registration certificate (if any) shall be sent to Purchaser(s) once issued by the Competent Authority and be deemed as included in **Annexure – 3**.
- Z. Under Section 13 of RERA, Promoter is required to execute a written agreement for sale in respect of the Apartment agreed to be sold to Purchaser(s).
- AA. Schedule and Annexures attached to this Agreement form an integral part of the Agreement.

**NOW THE PARTIES AGREE AS FOLLOWS**

**1. CONSTRUCTION OF PROJECT**

- (a) Promoter shall construct the Project Building consisting of 01 (one) stilt and 5 (five) upper floors on the Project Land in accordance with the Sanctioned Plan as approved by the Authority from time to time.
- (b) Provided that Promoter shall obtain prior written consent of Purchaser(s) in respect of any variations or modifications that may adversely affect the Apartment.
- (c) Notwithstanding anything contained herein, Promoter shall be entitled to carry out any and all alterations or additions as may be required by any Authority in accordance with applicable law, or such changes and alterations necessitated on account of change in law.
- (d) Purchaser(s) further acknowledge(s) and confirm(s) that excluding the development plan for the Project, Promoter may, at any time, vary/modify the layout plan, building plan and development plan for the Goa Project in such manner as Promoter may in its sole and absolute discretion deem fit, subject to receiving necessary approvals from relevant Authorities.

**2. DISCLOSURES**

**2.1 Purchaser(s) agree(s), declare(s) and confirm(s) that:**

**(a) Title**

- (i) Promoter has made full and complete disclosure of the title of the Larger Property and Purchaser(s) has/have taken inspection of all relevant documents and has/ have been provided with all the relevant information and documents.
- (ii) Purchaser(s) has satisfied himself/herself/itself/themselves about the title of the Landowner to the Larger Property and the right of the Promoter to develop the Larger Property.

**(b) Approvals**

- (i) Purchaser(s) has/have satisfied himself/herself/itself/themselves with respect to the approvals and permissions issued by the relevant Authority in respect of development of the Project.
- (ii) Purchaser(s) has/have satisfied himself/herself/itself/themselves with respect to the drawings, plans and specifications in respect of the layout of the Project, the Project Building including Sanctioned Plans, Common Areas, and amenities provided in the Project (as mentioned in Schedule – 3 attached to this Agreement and hereinafter referred to as the "**Facilities and Amenities**").

- (iii) Purchaser(s) has/have satisfied himself/herself/itself/themselves with respect to the fixtures, amenities and fittings to be provided in the Apartment, as listed in **Schedule – 2** attached to this Agreement and hereinafter referred to as "**Fixtures and Fittings**". Purchaser(s) agrees and acknowledges that Promoter shall be solely entitled, at its discretion, to determine the brand of products finally used, from amongst the brands specified in **Schedule – 2**. Purchaser(s) has/have confirmed that they have sought and been given all necessary details pertaining to the Fixtures and Fittings and confirm that they are satisfied with the Fixtures and Fittings, and further undertake not to raise any objection or lodge any complaint in respect thereof.
- (iv) Purchaser(s) has/have satisfied himself/herself/itself/themselves with respect to designs for construction on the Project Land. Purchaser(s) confirm that they understand the scope and extent of development, construction and layout of Phase – 1 of the Project, within which the Apartment is located.
- (v) Purchaser(s) further agree, undertake and acknowledge that the scope and extent of this Agreement is limited to Phase – 1 of the Project and Apartment and consequently, the Purchaser(s) shall not demand or require Promoter to commence or complete any work, nor obstruct, object to, or in any way hinder or hamper any work in relation to development activity on the Larger Property nor make any claims in this regard.
- (c) **Common Area & Land (Excluding Apartments)**
- (i) Save and except in respect of the Apartment agreed to be purchased by Purchaser(s), Purchaser(s) shall have no claims, rights, title or interests of any nature or kind whatsoever, except the right of ingress/egress and conditional rights of usage in land comprising open spaces, driveways, and all or any of the Common Areas, Facilities and Amenities of the Goa Project and located on the Larger Property. Promoter shall at the appropriate time, execute and register a limited and conditional perpetual lease of such land to the Federation, with a conditional right of access and usage to all residents/purchaser(s) of apartments in the Goa Project.
- (ii) Ownership and possession of the land comprising of the Common Areas shall at all times remain vested in and with Promoter, who shall be entitled to supervise the maintenance and upkeep of such areas, either directly, or by appointing a third-party agency/manager, determined at the sole discretion of Promoter.
- (iii) Ownership and possession of the Common Areas, Facilities and Amenities, including but not limited to the clubhouse, swimming pool and other amenities shall always remain with Promoter and/or its authorised nominee and is not intended to be given/transferred to Purchaser(s) or any one or more Building Societies. Purchaser(s) agrees and undertakes not to claim any right of access to the Club House, access to and use of which shall be governed by terms and conditions of membership.

3. **AGREEMENT TO PURCHASE & SALE CONSIDERATION**

3.1 Purchaser(s) hereby agrees to purchase from Promoter and Promoter hereby agrees to sell to Purchaser(s), Apartment No. [ ] of type [ ], having Carpet Area admeasuring approximately [ ] sq. meters, corresponding with a super built-up area of [ ] sq. meters on the [ ] floor in building [ ] (hereinafter referred to as the "Apartment") as shown in **Part 3 of Schedule – 1** attached to this Agreement. Purchaser(s) hereby agrees to purchase the Apartment from Promoter for consideration of ₹ [ ] ([Amount in words]). In addition to the consideration for the Apartment, Purchaser(s) hereby agrees to pay to the Promoter a sum of ₹ [ ] ([Amount in words]), being the proportionate price of the Common Areas, Facilities and Amenities.

3.2 **Sale Consideration**

- (a) Purchaser(s) hereby agrees to purchase the Apartment from Promoter and Promoter hereby also agrees to sell to Purchaser a Covered Parking Space bearing No. [ ], being constructed in the Project for consideration of ₹ [ ] ([Amount in words]).
- (b) Therefore, aggregate sale consideration for the Apartment is ₹ [ ] ([Amount in words]), which includes charges for Carpet Area, exclusive balcony or terrace areas and other areas exclusive to and/or appurtenant to the Apartment, proportionate charge for share of Common Areas, Facilities and Amenities and amount payable for Covered Parking Space (together referred to as "Sale Consideration").

3.3 **Advance & Payment Plan**

Prior to and/or simultaneous with execution and registration of this Agreement, Purchaser(s) has paid to Promoter a sum of ₹ [ ] ([Amount in words]), being part payment of Sale Consideration, the receipt of which Promoter hereby acknowledges. Purchaser(s) has agreed to pay to Promoter the balance of Sale Consideration in the manner agreed upon and set out in a payment plan in **Schedule – 4** (the "Payment Plan") attached to this Agreement. For the purposes of this Agreement, all amounts paid by Purchaser(s), excluding Taxes, prior to and simultaneous with execution and registration of this Agreement, whether at the time of submitting a booking form or later, shall be construed as, and hereinafter defined as "Earnest Money", which in any event shall not exceed 9.99% of Sale Consideration.

3.4 **Taxes & Deductions**

- (a) In addition to Sale Consideration, Purchaser(s) is liable to pay to the relevant Authority or pay/reimburse to Promoter, all Taxes including stamp duty, registration charges, goods and services tax ("GST"), levies, duties, cesses and/or any other indirect tax applicable thereon from time to time.
- (b) Purchaser(s) shall deduct tax at source ("TDS") from each instalment of Sale Consideration as required under the Income-tax Act, 1961 and shall provide Promoter with the challans /receipt evidencing deposit of such TDS with the Government, within 15 (fifteen) days of receipt of such challans/receipts.

3.5 **Other Amounts**

- (a) In addition to Sale Consideration and Taxes, Purchaser(s) shall pay all other amounts mentioned herein including the amounts mentioned in Schedule – 5 and Schedule – 6 ("Deposits and Charges") attached to this Agreement, upon Occupation Intimation. Deposits and Charges, as stated, exclude Taxes, which Taxes shall be calculated at the time of raising a demand. Purchaser(s) shall pay Deposits and Charges in full, together with applicable Taxes thereon within 7 (seven) days from the date of Occupation Intimation.
- (b) It is also clarified that Purchaser(s) shall solely be liable to pay all Deposits and Charges within 15 (fifteen) days of receiving the demand raised by Promoter, if any amounts are payable by Purchaser(s) prior to Occupation Intimation.
- (c) Any other additional cost for providing infrastructure to the Project as may be imposed by Authorities or incurred by Promoter from time to time, shall be paid by Purchaser(s); and the Purchaser(s) agrees and undertakes to pay such amounts when demanded without any dispute, demur or delay.
- (d) Any unspent balances, after settlement and reconciliation of expenses incurred by Promoter, from amounts paid by Purchaser(s) to Promoter in accordance with Schedule – 6 shall be transferred to Federation, at the time of handing over maintenance of the Goa Project to the Federation.
- (e) Schedule – 5 does not include amounts due on account of electricity, gas and other utility bills for the Apartment and Purchaser(s) shall solely be liable to pay all such demands and amount separately and independently.

3.6. **Corpus & Maintenance Charges**

- (a) Promoter shall be entitled to use the corpus fund specified in Schedule – 6 for payment of maintenance, taxes, and other outgoings due and payable. Promoter is also entitled to use the corpus fund against any outstanding amounts due from Purchaser(s) to Promoter in respect of the sale and purchase of the Apartment.
- (b) If the corpus fund shall fall deficient and there is surplus under any other head within the heads of account stated in Schedule – 6, Promoter shall be entitled to adjust the deficiency against such surplus. In case there shall be a deficit in the corpus fund, Purchaser(s) shall forthwith on demand pay to Promoter his/her/its/their proportionate share to make up such deficit.
- (c) The amounts and charges mentioned in Schedule – 5 and Schedule – 6 are indicative. In the event additional deposits, charges and/or amounts are payable, Purchaser(s) undertakes to pay all such amounts in full and without demur within 10 (ten) days of receiving a written demand notice from Promoter.
- (d) The Purchaser(s) shall also pay to Promoter his/her/its/their proportionate share of the amounts towards operation and maintenance of Common Areas as well as Facilities and Amenities along with an additional 15% (fifteen percent) service charge (applicable as on date or such other rate as may be applicable from time to time) plus applicable Taxes thereon on the Project Land irrespective of whether the Purchaser(r) taken possession of the Apartment or not.

3.7 **Account Details**

- (a) All payments made by Purchaser(s) towards Sale Consideration shall be made to the bank account designated by the Developer for this purpose, details of which are as follows:

**Account Number** :  
**Name of Bank** :  
**Address** :  
**IFSC** :

3.8 **Permissible Deviation**

- (a) The Apartment is agreed to be purchased on the basis of Carpet Area only.
- (b) Promoter shall confirm final Carpet Area that sold to Purchaser(s) after the construction of the Project Building and Apartment is complete and Occupancy Certificate is granted by the Authority. Promoter shall furnish written details of variations (if any) in final Carpet Area of the Apartment to Purchaser(s), subject to a variation cap (increase or decrease) of 3% (three percent), which shall be dealt with in the manner set out in Clause 3.8(c) below.
- (c) Due to design and construction exigencies and/or inherent properties of concrete and other materials used in the construction process including walls, columns, beams and slabs, actual carpet area of the Apartment may reduce or increase from the carpet area mentioned herein by up to 3% ("**Permissible Deviation**"), and will be dealt with as follows:
- (i) if actual Carpet Area at the time of offering possession of Apartment is lower than the Carpet Area mentioned in this Agreement but within 3% of the Carpet Area mentioned herein, then Sale Consideration shall be proportionately reduced and excess Sale Consideration, with annual interest at the rate specified in the Rules shall be refunded to Purchaser(s) within 45 (forty five) days from the date of final calculation of the Carpet Area; or
- (ii) if actual Carpet Area at the time of offering possession of Apartment is higher than the Carpet Area mentioned in this Agreement but within 3% of the Carpet Area mentioned herein, then Sale Consideration shall be proportionately increased and additional amount on this account together with annual interest at the rate specified in the Rules shall be paid by Purchaser(s) to Promoter prior to handing over possession and conveyance of the Apartment.
- (d) Provided however that any interest payable by Promoter to Purchaser(s) on this account may be set-off by Promoter from the final instalment payable by Purchaser(s), in accordance with the **Schedule – 4** attached herein. In the event of Clause 3.8(c)(ii) above, Promoter shall be entitled to include the excess amount in its next payment notice to Purchaser(s) and Purchaser(s) shall pay the excess amount to Promoter in accordance therewith. All monetary adjustments shall be made at the same rate per square meter as agreed at the time of execution and registration of this Agreement.

- 3.9 Promoter shall at all times retain and reserve its right to appoint a third party/agency/contractor/manager to operate and maintain, on an on-going basis, the Project Building including the Facilities and Amenities and limited common areas, if any, on such terms and conditions as it may deem fit. The expenditure incurred on the above account shall be met from charges paid by Purchaser(s) as per **serial number 2 and 3 of Schedule – 6** or such further demands made on this account, in the event the initial fund collected is exhausted.
- 3.10 Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to any Authority and/or any other increase in charges which may be levied or imposed by an Authority from time to time. Promoter undertakes and agrees that while raising a demand on Purchaser(s) for increase in development charges, cost, or levies imposed by an Authority, Promoter shall enclose a summary and reference to the said notification/order/rule/regulation published/issued in that regard, along with the demand letter, which shall only be applicable on subsequent payments unless the said notification/order/rule/regulation requires otherwise. Purchaser(s) shall be liable to pay amounts so demanded within 7 (seven) days of the date of the demand, failing which Promoter shall be entitled to levy interest on delayed payments at the then prevailing highest State Bank of India Marginal Cost of Lending Rate ("SBI MCLR") + 2% on such unpaid amount.
- 3.11 Promoter may allow, in its sole discretion and on such terms as Promoter shall deem appropriate, a rebate for early payments of equated monthly instalments payable by Purchaser(s). Nothing contained in this Clause shall bind or be deemed to bind Promoter to any statements or offers presented as a part of marketing campaigns, special offers or promotions which may be offered by Promoter in due course of its business.
- 3.12 Purchaser(s) authorizes Promoter to unconditionally adjust/appropriate payments made by him/her/it/them under any head(s) of dues, if any, lawfully outstanding, in his/her/its/their name as Promoter may in its sole discretion shall deem fit.
- 3.13 **Mode of Payment**
- (a) On a written demand being made by Promoter upon Purchaser(s) with respect to an amount payable under this Agreement, the Purchaser(s) shall pay such amount to Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default.
- (b) Purchaser(s) shall make all payments due and payable to Promoter together with relevant Taxes by way of an account payee cheque, or demand draft, or pay order, or RTGS, or NEFT, or any other legally permissible instrument drawn in favour of/to the RERA Account of the Promoter. In case of cheque or Demand Draft payable outside Goa, collection charges will be debited to Purchaser's account and credit for such payment made will be given on actual credit of the amount from the bank. In the event of a cheque being dishonoured upon presentation, a sum of ₹ 5000 (Rupees Five Thousand Only) would be debited to Purchaser(s) account, for the first instance a cheque is dishonoured. A sum of ₹ 10000 (Rupees Ten Thousand Only) would be debited to Purchaser(s) account for every subsequent instance of a cheque being dishonoured. Promoter's rights herein are without prejudice to Promoter's rights and remedies under applicable law and elsewhere under this Agreement. In the event a cheque issued by Purchaser(s) is dishonoured twice, not necessarily in succession, Promoter shall be entitled to reject payment by cheque and demand payment from Purchaser(s) by way of Demand Draft or NEFT or RTGS only.

3.14 **Loans & Mortgage**

- (a) Purchaser(s) shall be entitled to obtain a loan from a bank/ financial institution and mortgage the Apartment by way of security for repayment of the said loan to such bank / financial institution, with the prior written consent of Promoter. Promoter shall be entitled to refuse permission to Purchaser(s) for obtaining any such loan and/or for creation of any such mortgage/charge, in the event Purchaser(s) has/have defaulted in making payment of all or part of the Earnest Money, Sale Consideration and/or Deposits and Charges payable by Purchaser(s) under this Agreement.
- (b) All the costs, expenses, fees, and Taxes in connection with procuring and availing of the said loan, mortgage of the Apartment, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the Apartment, shall be solely and exclusively borne and incurred by Purchaser(s). Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.
- (c) The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon Promoter in any manner, and all such agreements and contracts shall be subject to and ratify the right and entitlement of Promoter to receive the balance Sale Consideration and Deposits and Charges payable by Purchaser(s) under this Agreement.

3.15 **Compliance with Foreign Exchange Laws**

It is abundantly made clear to Purchaser(s) who is a non-resident/foreign national of Indian Origin, that in respect of all remittances towards purchase of the Apartment, it shall be Purchaser(s) sole responsibility to comply with applicable provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Purchaser(s) understands and agrees that in the event of any failure on Purchaser(s) part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, Purchaser(s) shall alone be liable for any action that may be initiated by an Authority under applicable law. Promoter shall not, under any circumstances, be held liable for the actions or omissions of Purchaser(s) in this regard. Purchaser(s) agrees to indemnify and keep indemnified the Promoter from any loss or damage caused to Promoter in this regard.

4. **TIME IS OF THE ESSENCE**

- 4.1 Time is of the essence of this Agreement for the Parties.
- 4.2 Promoter shall adhere to the time schedule for completing the Project, including but not limited to handing over possession of the Apartment to Purchaser(s) after receiving part Occupancy Certificate, Occupancy Certificate, or completion certificate as permitted under applicable law.
- 4.3 Time being of the essence for Purchaser(s) as well, Purchaser(s) undertakes to pay all amounts due and payable by Purchaser(s) to Promoter, including but not limited to Sale Consideration in accordance with the Payment Plan and/or Deposits and Charges thereby enabling Promoter to complete the Phase – 1 of the Project in a timely manner.

5. **FAR USAGE**

- 5.1 Purchaser(s) has/have been informed and is/are aware that the buildable area has been sanctioned for the Goa Project as a single land on the basis of the available Floor Space Index ("FAR") on the Larger Property and accordingly Promoter intends to develop the Larger Property in multiple phases, at its discretion.
- 5.2 Promoter hereby declares that the Floor Space Index ("FAR") available as on date in respect of the Larger Property is approximately 118,795 Square Meters (One Lakh Eighteen Thousand Seven Hundred Ninety Five).
- 5.3 Purchaser(s) acknowledge that the FAR proposed to be consumed in the Project may not be proportionate to the area of the Project Land on which it is being constructed in proportion to the total area of the Larger Property taking into account the FAR to be utilized for all buildings to be constructed thereon. Promoter may in its sole discretion, allocate such FAR for each of the buildings being constructed on the Larger Property and purchasers (including the Purchaser) of apartment(s)/flat(s)/unit(s) shall not dispute the allocation of FAR by the Promoter nor claim any additional FAR or buildable area in respect of the Project Building, Phase Buildings and/or Future Buildings.
- 5.4 Purchaser(s) agrees and acknowledges that all FAR, balance unutilised FAR in Phase – 1, proposed FAR, additional FAR, or incentive FAR shall at all times belong to Promoter only, which Promoter is entitled to utilize at its discretion, in any subsequent phases of the Goa Project. Purchaser(s) further agrees and acknowledges that Promoter alone is entitled to use and deal with the development potential of the Larger Property under existing and/or future rules and regulations pertaining to FAR, TDR, incentive FAR, proposed but not sanctioned FAR or additional FAR for the construction of Future Buildings, in such manner as Promoter, in its sole discretion, deems fit. The benefit and enjoyment of any future increments or enhancements to FAR available in respect of the Larger Property shall always vest with and belong exclusively to Promoter.

6. **EVENTS OF DEFAULT**

- 6.1 In the event Promoter fails to deliver possession of the Apartment to Purchaser(s) by the Possession Date or such extended period of time for completion of the Project as granted by the Competent Authority, Purchaser(s) shall, at his/her/its/their discretion:
- (a) be entitled to continue with this Agreement and in such case, Promoter agrees to pay to Purchaser(s) who does not intend to withdraw from the Project, interest at the prevailing SBI MCLR + 2% on the total Sale Consideration paid by Purchaser(s) till such date. Interest shall be payable for every month of delay or part thereof, from the date on which the Apartment was agreed to be delivered, till the date of handing over of possession of the Apartment; or
- (b) be entitled to terminate this Agreement with 15 (fifteen) days prior written notice to Promoter, upon the expiry of which this Agreement shall stand terminated, relieving Parties of their liabilities and obligations hereunder, except for such obligations that explicitly survive termination of this Agreement. Upon termination, Promoter shall refund, excluding Taxes, to the Purchaser(s) amounts received from the Purchaser till the date of termination together with interest at the prevailing SBI MCLR + 2%.

6.2 Without prejudice to Promoter's right to levy and charge interest at SBI MCLR + 2% on delayed payments due and payable by Purchaser(s), in the event Purchaser(s) fails to pay any one or more payments due and payable to Promoter under this Agreement, Promoter shall, at its discretion, be entitled to:

- (a) issue 3 (three) successive notices to Purchaser(s) notifying him/her/them/it of the default and allow Purchaser(s) a period of 7 (seven) days per notice to remedy the said default in full and without deductions; failing which, Promoter
- (b) shall give Purchaser(s) prior written notice of not less than 15 (fifteen) days in writing to Purchaser(s), by Registered Post AD/courier at the address provided by Purchaser(s) and mail at the e-mail address provided by the Purchaser(s), and if the Purchaser(s) fails to fully and satisfactorily remedy the breach within the notice period, be entitled, at its discretion, to terminate this Agreement.

6.3 Provided that upon termination of this Agreement by Promoter as set out in Clause 6.2(b) above, Promoter shall refund to Purchaser(s) all amounts paid by Purchaser(s) towards Sale Consideration for the Apartment, subject to:

- (a) Promoters' right to set-off and recover amounts due and payable by Purchaser(s) until the effective date of termination and
- (b) Promoters' right to withhold and deduct:
  - (i) An amount equivalent to 20% of the Sale Consideration in the event this Agreement is terminated anytime after execution and registration of the Agreement until 50% completion of the Project and/or Project Building; or
  - (ii) An amount equivalent to 25% of the Sale Consideration in the event this Agreement is terminated at anytime after 50% completion of the Project and/or Project Building.

Purchaser(s) agrees and acknowledges that the withholding and deduction of these sums is a legitimate and genuine estimate of the damages likely to be suffered by Promoter as a result of Purchaser(s) default and has been specifically agreed to by Purchaser(s). Promoter agrees to refund and repay the balance amount after making the necessary deductions, within a period of 30 (thirty) business days from the date of effective termination. Promoter shall not be required to pay or refund any amount on this account unless and until Purchaser(s) executes the necessary documents for cancellation of registration of this Agreement. It is expressly agreed between the Parties that Purchaser(s) shall not be entitled to terminate or cancel this Agreement on account of change in real estate prices, decrease in selling or buying price, or other variations in price that occur on account of market conditions.

6.4 Purchaser(s) further agrees and undertakes that upon effective termination of this Agreement, Purchaser(s) shall sign or execute all necessary documents, including special powers of attorney or other forms of authorization that enable Promoter to obtain cancellation of registration of this Agreement before the relevant jurisdictional Authority. Purchaser(s) agrees that Promoter shall be entitled to deduct a sum of ₹ 2000 (Rupees Two Thousand Only) for every day Purchaser(s) delays execution of necessary documents and/or appearance before the relevant jurisdictional Authority. All costs and expenses incurred by Promoter in obtaining cancellation of this Agreement shall be borne by Purchaser(s). Promoter shall be entitled to set-off all such amounts against the final amount to be refunded to Purchaser(s).

6.5 **Repayment of Housing Loan & Deficit Liability**

- (a) If Purchaser(s) has/have taken housing loan facility from any financial institution or the bank, then in that event, based on the terms of such loan, the amounts payable on account of refund would be handed over to the financial institution or the bank, and against receipt of such amount, the bank/financial institution shall forthwith issue "no dues certificate" in favour of Promoter and hand over the original of this Agreement that may have been deposited with the bank or financial institution by Purchaser(s).
- (b) Purchaser(s) undertakes and agrees that any deficit or shortfall in amounts payable to a bank or other financial institution that has sanctioned a home loan to Purchaser(s) for purchase of the Apartment shall be paid by Purchaser(s) to such bank or financial institution directly. Promoter shall not be liable for any such deficit amounts and Purchaser(s) hereby agrees to fully indemnify Promoter against any claims made against Promoter in this regard. Purchaser(s) shall ensure that the encumbrance created by the Purchaser(s) on the Apartment shall be cleared and Promoter shall regain possession of the Apartment, free from all encumbrances.

6.6 Notwithstanding anything contained herein, Purchaser(s) shall be liable to pay interest at the then prevailing SBI MCLR + 2% on all the delayed payment which become due and payable by Purchaser(s) to Promoter under the terms of this Agreement from the date the said amount is payable by Purchaser(s) to Promoter.

7. **POSSESSION**

7.1 Subject to timely payment by Purchaser(s) of all amounts due under this Agreement, Promoter shall give possession of the Apartment to Purchaser(s) on or before 01 September 2022 (the "**Possession Date**").

7.2 Provided that Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of Project Building in which the Apartment is to be situated is delayed on account of war, civil commotion or act of God as understood under applicable law for the time being in force; or any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.3 **Procedure for Taking Possession**

- (a) Promoter shall endeavour to get the part occupation certificate from the Authority in respect of the Apartment ("**Part O.C**") within such period of time as may be prescribed by the Authority for this purpose, or such period of time as the Authority typically takes to issue a Part O.C. Post issuance of the Part O.C. and provided Purchaser(s) has/have fully paid the Sale Consideration and all Deposits and Charges, Promoter shall issue a written intimation to Purchaser(s) inviting Purchaser(s) to take possession of the Apartment ("**Occupation Intimation**").
- (b) On receiving a written request from Purchaser(s), the Promoter shall give Purchaser(s) an opportunity to inspect the Apartment, post issuance and acceptance of the Occupation Intimation. Purchaser(s) and Promoter shall jointly prepare and sign a conclusive list of defects and deficiencies in the Apartment, if any. Promoter shall, at its cost and expense, promptly remedy such defects and deficiencies. Purchaser(s) shall not be entitled to hold back any portion of the Sale Consideration in respect of such defects and deficiencies. Upon signing the inspection report and subject to Promoter rectifying the defects and deficiencies recorded therein, Purchaser(s) shall be deemed to have accepted the physical condition of the Apartment in all respects.

- (c) Purchaser agree(s) to pay the maintenance charges as determined by the Promoter, Building Society, or Federation as the case may be, without demur or delay.
- 7.4 Purchaser(s) shall take possession of the Apartment within 3 (three) months of the Occupation Intimation. In the event Purchaser(s) fails to take possession the Apartment within 3 (three) months from the date of Occupation Intimation, then Purchaser(s) is liable to pay to Promoter, a holding charges at the rate of ₹ 5000 (Rupees Five Thousand only) plus applicable Taxes, per day of delay.
- 7.5 Simultaneous with taking possession of the Apartment, Purchaser(s) shall execute all necessary documentation as may be required, including but not limited to an apartment maintenance manual. Purchaser(s) failure to take possession of the Apartment shall not absolve Purchaser(s) of his/her/its/their liability to pay applicable dues to the Building Society and/or Federation.
- 7.6 Post Occupation Intimation, Purchaser(s) may undertake any fit out activities in the Apartment at his/her/it's/their sole cost, expense and risk, after obtaining all the requisite approvals and permissions from the relevant Authority and in accordance with the Fit-Out Guidelines and after depositing such amount as may be specified by Promoter as an interest-free refundable deposit to secure compliance with the Fit-Out Guidelines (the "**Fit Out Deposit**"), which will be refunded without interest upon completion of the fit outs in accordance with the Fit Out Guidelines. Purchaser(s) is/are aware that the said refund shall be subject to deduction of amounts towards damages, if any, to the Project Building, Common Areas, Facilities and Amenities, and/or any neighbouring flats/premises in the Project Building and/or the equipment installed therein.
- 7.7 Notwithstanding the handover of possession of the Apartment to Purchaser(s), Promoter retains all rights, title and interests on the land excluding buildings, but including and not limited to gardens earmarked, all other open areas which may be utilized by Promoter for various purposes, against which Promoter is entitled to usage charges. These facilities and purposes may be made available to the occupants of the Project subject to availability and on payment of such charges as may be determined by Promoter, or the maintenance agency appointed by the Promoter in its sole discretion. Promoter, has agreed to sell the Apartment to Purchaser(s) relying, *inter alia*, on this specific undertaking and declaration of Purchaser(s), which shall survive throughout the occupancy of the said Apartment by Purchaser(s) or his/her legal representatives, successors, administrators, executors, assigns, transferees, or successors-in-title.
8. **RESTRICTION ON TRANSFER**
- Purchaser(s) shall not be entitled to sell, transfer, assign, and/or deal with or dispose of the Apartment after the execution and registration of this Agreement and prior to Possession Date without the prior written consent of Promoter and on such terms and conditions as specified by Promoter for granting consent.
9. **DISCLAIMERS**
- 9.1 Promoter has appointed/will appoint one or more contractors(s) for construction, development, completion, operation and maintenance of the Project Building.

- 9.2 Concrete slabs/beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (being inherent properties of concrete) for years after construction. Purchaser(s) may also see cracks in finishes, flooring, ceiling, slab, gypsum or other fixtures or fittings or amenities as a result of such slab/beam deflection. Such cracks can also occur and be caused by any renovation and/or alterations carried out by Purchaser(s) in his/her/its/their Apartment or any other purchasers/occupants of the other flats in the Project Building. Purchaser(s) agrees and acknowledges that Promoter cannot reasonably be expected to carry out, monitor, or supervise renovation, alteration and fit-out works in each apartment and therefore agree(s) and covenant(s) not to hold Promoter liable and/or responsible for any such defects, deficiencies, faults, cracks, or blemishes arising out of inherent properties of concrete and/or caused due to any renovations, alterations, changes, modifications, or fit-out carried out by the Purchaser(s) in his/her/its/their Apartment or any other purchasers/occupants of the Project Building.
- 9.3 Promoter shall not be liable, required and/or obligated to provide any specifications, fixtures, fittings and/or amenities in the Apartment, apart from what is listed in the Schedule – 2.
- 9.4 Promoter shall be entitled to develop the Larger Property, excluding the Project, as Promoter deems fit in accordance with the approvals and permissions as may be issued by the relevant Authority including by utilising balance FAR of Phase – 1. Promoter is entitled to locate Future Buildings in any part of the Larger Property. Additional phases of the Goa Project will also include one or more buildings partially approved under the current sanction plan, which may be modified by increasing the number of floors in one or more such partially approved buildings.
10. **RIGHTS RESERVED TO THE PROMOTER**
- 10.1 The construction and development of the Larger Property, may be amended, modified, revised, varied, or changed from time to time, if permitted by applicable law, without in any way affecting the Apartment or the Project Building in which the Apartment is located. Purchaser(s) agree(s), accept(s) and confirm(s) that Promoter shall be entitled to do or cause to be done, take or cause to be taken all such decisions and actions as may be necessary to utilise, exploit and consume the full development potential of the Larger Property (both inherent and further/future including balance FAR of Phase – 1) including the right to amend, modify, vary, alter, change, substitute and rescind the plans in respect of the Larger Property or any part thereof (including layout plans, building plans, floor plans) and undertake such modified/alterd/new construction and development in accordance therewith and the Purchaser shall not object to the Promoter doing or carrying out all such activities and construction in relation thereto. In the event consent of Purchaser(s) for such activities and construction is sought, Purchaser(s) undertakes and agrees to provide such consent as required by Promoter.
- 10.2 Promoter shall, at the appropriate time of development, be entitled to designate any spaces/areas on the Larger Property, the Project Building or any part thereof (including on the terrace and stilt/podium levels of the Project Building) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) for the benefit of and use by the occupants of the units/premises to be constructed thereon. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may deem fit. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services may be laid/provided in the manner the Promoter may require, and utilised in common by occupants of units/premises in the Project Building and/or the Larger Property. The Promoter and its workmen/agents/contractors/employees and third-party contractors appointed by the Promoter shall be entitled to access and service such infrastructure and utilities over the Larger Property without any claim, demand or objection by the Purchaser.

- 10.3 Promoter or its assignees shall have an exclusive, royalty free, perpetual, and irrevocable license to install, fix, display, use and control, directly or indirectly, all advertising rights, marketing rights, signage rights, hoarding rights, including but not limited to all physical advertising, marketing, signage, hoardings and all other forms of signage by whatever name called, temporary or permanent, located within or upon the Goa Project.
- 10.4 The Promoter shall be entitled to allot and permit the use of designated spaces for parking of two-wheelers and cycles belonging to Purchaser(s), for such reasonable consideration as Promoter determines. Nothing contained in this Agreement shall automatically vest the Purchaser(s) with a right to demand a parking space for two-wheelers or cycles and all unallotted parking spaces for two-wheelers and/or cycles shall at all times belong to the Promoter.
- 10.5 The name of the Project is "Adora De Goa" and shall not be changed under any circumstances. However, Promoter will be entitled to make changes to the name of the Project or give different names for each of the buildings comprising the Goa Project in accordance with applicable law, rules and regulations in this regard. Purchaser(s) shall not, directly or indirectly, make, cause to be made or permit any change to the name of the Project or the Goa Project (as determined by Promoter) under any circumstances whatsoever. Purchaser(s) hereby confirm that he/she/it/they have no right, title or interest of any nature in the Brand Name of Promoter, which shall at all times remain vested solely in Promoter.
- 10.6 In the event any unit in the Project is unsold/unallotted on completion of the Project, the Promoter shall not be liable or required to bear and/or pay any Deposits and Charges in respect thereof, save and except the municipal taxes at actuals and outgoings per month for the unsold premises (levied on the unsold premises).
- 10.7 Promoter or its nominees or assignees shall have an exclusive, royalty free, perpetual, and irrevocable license to install, fix, display, use and control, directly or indirectly, all advertising rights, marketing rights, signage rights, hoarding rights, including but not limited to all physical advertising, marketing, signage, hoardings and all other forms of signage by whatever name called, temporary or permanent, located within and/or on top of each/every block of the Goa Project

## 11. DEFECT LIABILITY & REMEDIATION

- 11.1 Subject to Purchaser(s) adhering strictly to the apartment use and maintenance manual, normal wear and tear, and Warranty Exceptions if within a period of such period, but not exceeding 5 (five) years commencing from the Possession Date, as required under applicable law, Purchaser(s) brings to the notice of the Promoter any structural defect in the Apartment or the Project Building or any defects on account of workmanship, quality or provision of service, then:

(a) where such defect or damage is on account of and attributable solely to the Promoter failing to exercise diligence in construction of the Project Building and/or Apartment, the Promoter shall rectify the identified defect at its own cost;

(b) where such defect or damage has occurred on account of the Purchaser failing to maintain the Apartment and/or Building Society or Federation failing to maintain Common Areas and Facilities and Amenities at the standard mandated by Promoter at the time of handing over possession, the Promoter shall provide the Purchaser(s) and/or Building Society or Federation an estimate of the cost of repairs, and upon receiving written acceptance of such estimate, proceed to carry out the repairs so identified.

- 11.2 In the event Promoter fails to rectify defects identified in accordance with Clause 11.1(a) above, Purchaser(s) shall be entitled to receive actual costs incurred by Purchaser(s) in undertaking rectification of such defects.
- 11.3 Promoter shall, however, not be responsible or liable to comply with its obligations stated in Clause 11.1 above, if Purchaser(s) and/or Building Society or Federation has/have carried out any unauthorized or prohibited renovations, alterations, modifications, changes, fit-out or any civil works in the Apartment/Project Building and/or the defects are on account of the acts or omissions on the part of Purchaser(s) or the other purchaser(s) in the Project Building or acts of third parties.
- 11.4 Purchaser(s) shall use the Apartment or any part thereof or permit the same to be used only for purpose of a residence and any use of the Apartment for any purpose other than residential use shall absolve all liability of Promoter under this Clause 11. Purchaser further undertakes that he/she/they/it shall use the covered parking space only for purpose of keeping or parking his/her/their/its vehicle and shall permit use of the parking space for any other purpose whatsoever.

## 12. FORMATION OF BUILDING SOCIETY

### 12.1 *Federation*

- (a) The Promoter shall at all times remain the sole and absolute owner of the land comprising the Larger Property, save and except the buildings constructed thereon. The remaining land from the Larger Property shall be transferred by way of a perpetual lease to an apex federation society formed and registered under the provisions of the Goa Co-operative Societies Act, 2001 and rules framed hereunder (the "**Federation**").
- (b) The name of such Federation shall be decided solely by the Promoter.
- (c) The Federation shall admit as its members, the Building Society and Other Societies within 3 months of the Project Completion.
- (d) Individual purchasers of one or more units/apartments/pods/condos, residential or commercial, in the Project shall not be entitled to apply for and/or demand membership and/or demand deemed membership of the Federation.
- (e) On admission of the Building Societies as members of the Federation, all Common Areas and Facilities and Amenities located in the Goa Project shall be operated, maintained and managed by the Federation, subject always to the terms and conditions set out in the deed of lease referred to in Clause 12.1(a) above. The Building Societies being members of the Federation shall contribute towards operation, maintenance and management of Common Areas and Facilities and Amenities proportionate to the FAR consumed for each building. For the purposes of this Clause, common areas shall comprise of areas stated and designated as such in the final sanctioned plan for the entire project. During the phase wise development of the project, a Building Society shall proportionately contribute towards operation, maintenance and management of all the common area and facilities forming part of the project on the Larger Property and pay all such amount at the agreed time and without delay, to Promoter.

- (f) Purchaser(s) agrees and declares that Promoter has well and sufficiently explained the project layout to Purchaser(s) and Purchaser(s), considering phase wise development of the Larger Property as contemplated herein and in the spirit of beneficial enjoyment has agreed to the manner of formation of Federation and Building Societies for better operation, maintenance and management of the Project.

## 12.2 **Building Society**

- (a) Within 3 (three) months from the date of the number of distinct and individual purchasers of apartments in the Project Building exceeding 51%, Promoter shall submit an application to form and register a co-operative housing society for the Project Building under the provisions of the Goa Co-operative Societies Act, 2001 and the Rules thereunder, in respect of the Project Building ("Building Society"). Purchaser(s) undertake and agree to join in the formation and registration of the Building Society and become its members only consequent upon paying all relevant fees and charges as demanded by the Promoter for this purpose. Promoter will include the terms and conditions contained in Schedule –10 attached to this Agreement as part of the first bye-laws, rules, guidelines and regulations of every Building Society.
- (b) Purchasers of flats in the Project Building shall be admitted to membership of a Building Society only on complying with the requirements of membership under the Goa Cooperative Societies Act, 2001 and rules thereunder. The Building Society shall admit all purchasers of flats in the Project Building as members of the Building Society, in accordance with its bye-laws.
- (c) The Promoter shall be entitled to join as a member of the Building Society in respect of unsold premises in the Project Building, if any.
- (d) Post formation of the Building Society, the Building Society shall be responsible for the operation, maintenance and management and/or supervision of the Project Building and the Purchaser(s) shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- (e) The Promoter shall similarly undertake necessary steps for formation of separate co-operative housing societies in respect of Phase Buildings and Future Buildings to be developed on the Larger Property in accordance with the provisions of applicable law.
- (e) It is further agreed between the Parties that the ownership of the Project Building alone would vest with the Building Society by executing such documents as may be required within 3 (three) months from Project Completion. The Promoter has explained to Purchaser and Purchaser has agreed that considering the nature and tenure on which the Larger Property is held, ownership of the Larger Property shall always remain with the Promoter and shall not be ever transferred to Building Society or any third party.
- (f) Notwithstanding anything contained herein, rights of members of a Building Society shall stand suspended until the date of the first annual general meeting of a Building Society, which shall be convened within 120 (one hundred twenty) days of receiving the Part O.C for the Project. Purchaser(s) agrees and acknowledges that the restrictions contained herein are reasonable and necessary to allow Promoter to complete Development of the Project on time.
- (g) The bye-laws, rules, guidelines and regulations of each Building Society shall always include and incorporate terms and conditions determined by Promoter and Purchaser(s) expressly agrees and consents to such inclusion.

12.3 The cost, duties, and Taxes with respect to the formation of Building Societies and Federation, including in respect of (a) any documents, instruments, papers and writings; (b) professional fees charged by the Advocates & Solicitors engaged by Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Building Societies, Federation, and their respective members/intended members including Purchaser(s), as the case may be, and Promoter shall not be liable to pay any amounts on this account.

12.4 It is agreed between the Parties that only upon (i) the completion of the development of the Goa Project by Promoter as per the development scheme of Promoter as envisaged from time to time, (ii) upon Promoter receiving the entire payment towards Sale Consideration and Deposits and Charges due and payable to Promoter under all the agreements executed with all purchasers of all residential and/or commercial units and (iii) receipt of Occupancy Certificate from the concerned Authority for the Goa Project, the Promoter shall hand over the affairs of the Goa Project to the Federation and the Federation and Building Societies shall execute such documents in this regard as Promoter shall deem fit.

13. **COVENANTS OF THE PURCHASER(S)**

13.1 Purchaser(s) by himself/herself/itself/themselves with intention to bind all persons into whose hands the Apartment may hereinafter come, hereby covenants with Promoter as follows, to ensure the soundness and safety of the Project Building and Goa Project, for maintaining the value of the Project Building and the Goa Project, and for ensuring that any easement in respect of any of the aforesaid remains unaffected:

- (a) Not to do or suffer to be done anything in or to the Project Building, Apartment, Common Areas, Facilities and Amenities which may be against the rules, regulations or bye-laws of the concerned Authority or change / alter or make addition in or to the Project Building or to the Apartment itself or any part thereof and to maintain the Apartment (including sewers, drains, pipes) and appurtenances thereto at Purchaser(s)' own cost in good repair and condition from the date on which Purchaser(s) purchases the Apartment and in particular so as to support, shelter and protect other parts of the Project Building.
- (b) Not to raise any objection to Promoter completing the construction of the Project Building in accordance with applicable law and this Agreement, without any interference or objection, whether prior to or subsequent to Purchaser(s) taking possession of the Apartment.
- (c) Not to store anything in the refuge floor nor store any goods in the Apartment which are illegal, prohibited, hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the Project Building and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the Common Areas, Facilities and Amenities or any other part of the Project Building.
- (d) Not to change the user of the Apartment and to comply with stipulations and conditions laid down by the Promoter/its designated project manager or the Building Society with respect to the use and occupation of the Apartment.
- (e) Not to demolish or cause to be demolished, any part or all of the Apartment.
- (f) Not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.

- (g) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the Project Building and not cover / enclose the planters and service slabs or any of the projections from the Apartment, within the Apartment, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, part of or other structural members in the Apartment, nor do / cause to be done any hammering for whatsoever use on the external / dead walls of the Project Building or do any act to affect the FAR potential of the Larger Property.
- (h) Not to do or permit to be done any renovation / repair within the Apartment, otherwise than in accordance with the conditions set out and agreed upon in this Agreement.
- (i) Not to violate and to abide by all rules and regulations framed by the Promoter / its designated project manager or the agency appointed by the Promoter or by the Building Society or Apex Society, for the purpose of maintenance and up-keep of the Project Building, the premises comprising the Project, or in connection with any interior works, civil works, renovation, modifications, or other works that the Purchaser(s) may carry out in the Apartment and to generally comply with building rules, regulations and bye-laws for the time being of the concerned Authority.
- (j) Not to park at any other place in the Project and park all cars only in the Covered Parking Spaces allotted to Purchaser(s) by the Promoter.
- (k) Not to object to the permission granted/to be granted by Promoter to other flat purchasers for the use of their respective appurtenant spaces and the car parking spaces.
- (l) Not, in any manner whatsoever, make, install or carry out any structural alterations or changes, non-structural alterations or changes, internal masonry works, dummy flooring, changes to plumbing plan and pipes, and exercise the necessary care and diligence to ensure that drain out points of the aluminium window tracks are not obstructed or blocked in any manner whatsoever.
- 13.2 Purchaser(s) agree and covenant to strictly adhere to the terms and conditions set out in **Schedule – 9** attached to this Agreement, which conditions shall also be incorporated into the bye-laws, guidelines, rules and regulations of each Building Society.
- 13.3 Purchaser(s) covenants that until ownership of Project Building in which the Apartment is situated is conveyed to the Building Society, Promoter and its surveyors, agents, representatives, employees, personnel, workmen, and other duly authorized personnel shall be entitled to enter into and upon the Project Building or any part.
- 13.4 Purchaser(s) further covenants and agrees that the Promoter shall remain the owner of all open areas, Common Areas, and Facilities and Amenities. Provided however that from the date of Occupation Intimation, Promoter shall be entitled to charge Purchaser(s) such amounts as may be required for the maintenance, upkeep, repair, replacement, or insurance of the Common Areas, Facilities and Amenities. It is clarified that Promoter shall not under any circumstances be called upon or be required to pay for or carry out any maintenance, upkeep, repair, replacement, or insurance of the Common Areas, Facilities and Amenities without receiving necessary contributions and payments from Purchaser(s).
- 13.5 Purchaser(s) hereby covenants and confirms that it shall be the sole responsibility of Purchaser(s) to review and visit the website as and when notified by the Authority, to get regular updates on the development/construction approvals of the Project.

13.6 Purchaser(s) agrees and covenants that Promoter shall not be held liable for any representations, commitments, details, or information provided by the real estate agent, broker, sales representative, or channel partner, of whatsoever nature, or by whatever name called, which are not stated in this Agreement or not expressly provided by Promoter.

14. **COMMON AREAS FACILITIES & AMENITIES**

14.1 Purchaser(s) shall not have any right, title, or interest in respect of the Common Areas and such other areas as may be designated as common areas by Promoter, and shall only be permitted to use Common Areas, Facilities and Amenities in Phase – 1 of the Project, as listed in the **Schedule - 3** including open parking space/s, open spaces, internal access roads, recreation areas, swimming pool, club house, pathways, passageways, internal access roads, lobbies, staircase, common terrace, and other areas as may be designated as common areas/facilities/amenities by the Promoter, in common with the Promoter and its contractors / workmen / employees / agents, other purchasers/occupants of premises in the Project Building, Phase Buildings, and/or Future Buildings in the larger property and the other buildings/towers/wings/structures that may be eventually developed on the Goa Project.

14.2 Common Areas, Facilities and Amenities are listed in **Schedule – 3** and Purchaser(s) shall be permitted to use the same on such terms and conditions as may be decided by the Promoter, or a Building Society or Federation. Purchaser(s) further agree to promptly bear and pay the necessary costs and Taxes thereon.

14.3 Such Common Areas, Facilities and Amenities in the Project Building and the Project are an integral part of the layout for development of the Larger Property. Therefore, Promoter shall be at liberty and be entitled to give to future purchasers of apartments/units/pods in Phase Buildings and Future Buildings, by way of written agreement, any and all necessary rights to, in or on all Common Areas, Facilities and Amenities and neither the Purchaser(s) nor any person or entity on Purchaser's behalf shall, at any time claim any exclusive rights with respect to the same, nor object to or otherwise deny or restrict the use and membership of such Common Areas, Facilities and Amenities by prospective purchasers of units/apartments in the Larger Property. Nothing contained in this Agreement shall mean or be construed as permitting or entitling the Purchaser(s) to demand completion or use of such common areas, facilities and amenities that may form part of other phases of the Goa Project.

14.4 Purchaser(s) undertake(s) to not raise any objection to or interfere with the use of the aforesaid areas by the aforesaid persons, notwithstanding that there may be any perceived or actual risks, nuisance, annoyance or inconvenience that could arise by virtue of such common use, access and entry.

14.5 Purchaser(s) acknowledges and agrees that Promoter alone shall have the right to enter into a maintenance agreement with any facility management company or any other nominee/ agency/ association (s) or other body (the "**Maintenance Agency**") for the maintenance and upkeep of the Project, Common Areas, and Amenities and Facilities, and/or the Project Building. Purchaser(s) agrees that the maintaining and operating the clubhouse, as well as all Common Areas, Facilities and Amenities requires the appointment of experts in the field of managing and operating such facilities. Purchaser(s) undertake/s to pay the maintenance charges as raised by the Maintenance Agency from the Occupation Certificate/Completion Certificate Date on pro-rata basis irrespective of whether the Purchaser(s) is in occupation of the Apartment or not and construction activity is continuing in adjacent towers and buildings, and infrastructure, facilities and amenities are not fully completed.

14.6 In the event of sale or transfer of the Apartment by the Purchaser(s) in any manner whatsoever, the transferee shall be entitled to the membership of the clubhouse on such terms and conditions of membership as may be set out by the Federation in this regard; and the transferor (viz., Purchaser(s) herein) shall no longer be a member of the clubhouse nor be entitled to use the Facilities and Amenities.

14.7 Use of the clubhouse by Purchaser(s) is subject to the following terms and conditions, apart from the other rules and regulation shall be in the following manner:

- (a) If the Purchaser(s) is a partnership firm or any association of persons then, only such partner, or associate, or authorized representative of the firm or association of persons physically occupying the Apartment is entitled to use the clubhouse, Facilities and Amenities.
- (b) If the Purchaser(s) is a public company or a private limited company under applicable law then, only the person who is the authorized occupant of the Apartment is entitled to use the clubhouse, Facilities and Amenities.
- (c) If a person inherits the Apartment then, the person occupying the Apartment consequent upon such inheritance is entitled to membership and use of the clubhouse.
- (d) If the Apartment is co-owned, then such co-owners will be entitled to membership and use of the clubhouse.
- (e) In any other case like tenancy, lease, or license, executed and registered in accordance with applicable law, the person duly authorized to occupy the Apartment is entitled use the clubhouse.

It is also clarified that certain facilities shall have usage charges in addition to membership fees and all such usage charges shall be paid by Purchaser(s) as and when demanded by Promoter along with applicable Taxes thereon; or be paid to the Building Society in accordance with the rules and regulations framed in this regard.

14.8 The rights and entitlements of Purchaser(s) under this Agreement are restricted to the right and entitlement to receive the Apartment and use of Facilities and Amenities, subject to the terms and conditions of this Agreement.

14.9 Purchaser(s) shall at no time demand partition of the Apartment or the Project Building and/or the Future Buildings and/or the Larger Property.

## 15. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

15.1 The Landowner and Developer hereby represents and warrants to Purchaser(s) that to the best of their knowledge and awareness:

- (a) Landowner have clear and marketable title with respect to the Larger Property as declared in the Title Certificate, and has the necessary rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project;
- (b) Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- (c) There are no encumbrances upon the Larger Property or the Project except those disclosed, if any, in the title report;

- (d) There are no litigations pending before any Court of law with respect to the Project Land except those disclosed in the title report;
- (e) That in the event of any new litigation being instituted or where the Promoter is made aware of any existing or pending litigation in respect of the Project Land, Promoter shall disclose these litigations to the Competent Authority in accordance with RERA;
- (f) All approvals, licenses and permits issued by the competent Authorities with respect to the Project, Project Land or Project Building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits yet to be issued by the relevant Authorities with respect to the Project, Project Land or Project Building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain in compliance with applicable laws in relation to the Project;
- (g) 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 Purchaser(s) under this Agreement is prejudicially be affected;
- (h) Otherwise than the Joint Development Agreement, 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 which will, in any manner, affect the rights of Purchaser(s) under this Agreement;
- (i) Promoter confirms that Promoter is not restricted in any manner whatsoever from selling the Apartment to Purchaser(s) in the manner contemplated in this Agreement.
- 15.2 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 Project to the competent Authorities.
- 15.3 To the best of Promoter's knowledge, no notice from the Government or any other Authority (including any notice for acquisition or requisition of the property) has been received or served upon the Promoter in respect of the Project Land and/or the Project except those disclosed in the title report.
- 15.4 Purchaser(s) hereby represents and warrants to Promoter that:
- (a) Purchaser(s) is/are not prohibited from acquiring the Apartment and Parking Space under any applicable law or otherwise;
- (b) Purchaser(s) has/have not been declared and/or adjudged to be insolvent or bankrupt, and/or ordered to be wound up or dissolved, as the case may be;
- (c) no receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Purchaser(s) or all or any of his /her/their/its assets and/or properties;
- (d) none of the Purchaser(s) assets/properties are attached and/or no notice of attachment has been received under any applicable rule, law, regulation, or statute;

- (e) no notice is or has been received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/their/its involvement in any money laundering or any illegal activity nor is the Purchaser(s) declared to be a proclaimed offender and/or has a warrant is issued against him/her/it/them, which warrant is still pending and unresolved;
- (f) no execution or other similar process is issued or levied against Purchaser(s) or against any of his/her/their/its assets or properties.

16. **INDEMNITY**

Purchaser(s) shall indemnify and keep indemnified, saved, defended and harmless Promoter against any or all demands, notices, claims, actions, proceedings, losses, damages, expenses, costs or other liabilities incurred or suffered by Promoter from or due to any breach by Purchaser(s) of any of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of Purchaser(s) in complying/performing his/her/their obligations under this Agreement.

17. **NO GRANT**

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Apartment or of the Project or of the Project Building or any part thereof. The Purchaser(s) shall have no claim, save and except in respect of the Apartment hereby agreed to be sold to Purchaser(s), and all open spaces, parking spaces, Common Areas, and Facilities and Amenities, will remain the property of the Promoter until the Goa Project is transferred to the Apex Society.

18. **NOTICES**

18.1 All notices to be served on any Party as contemplated by this Agreement shall be deemed to have been duly served at the respective addresses mentioned hereinabove if sent by Registered Post Acknowledgement Due ("R.P.A.D."), reputed courier service or by hand delivery or by fax, or by email to the designated address/phone number/email id (as the case may be) as stated below:

Promoter  
Email Address : [crm@puravankara.com](mailto:crm@puravankara.com)  
Phone Number : 080-67724001 / +18602080000  
Fax Number : 080-25583950

Purchaser  
Email Address :  
Phone Number :  
Fax Number :

18.2 A notice shall be deemed to have been served as follows:

- (a) if personally delivered, at the time of delivery; or
- (b) if sent by courier or R.P.A.D., upon receiving written delivery confirmation; or
- (c) if sent by fax or email, upon receiving written confirmation of receipt from the Party upon whom such notice is served.

18.3 Any Party may, from time to time, change its address provided for in this Agreement by giving to the other Party not less than 15 days prior written notice of the change. If no such change is notified, the service on the address given in the title of this Agreement shall be address to which the notices are to be issued and such notice being issued shall be considered as being issued to the correct address, irrespective of the Party having changed its address without notifying the other Party.

18.4 Notwithstanding anything contained herein, Purchaser(s) shall be solely and exclusively responsible for providing his/her/their/its current and valid postal address, email address, and other contact information to Promoter. If the Purchaser(s) fails to provide correct and accurate contact information, Promoter shall not under any circumstances whatsoever be liable for his/her/their/its non-receipt of periodic communication from Promoter, invoices, demand notes, and/or notices of any nature whatsoever. Consequently, Purchaser(s) therefore agree(s) that non-receipt of notices on account of Purchaser(s) failure to keep his/her/their/its contact information updated shall not be valid grounds to contest or dispute termination of this Agreement and Purchaser(s) expressly waives his/her/their/its rights in this regard.

19. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement, the Promoter shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created prior to the sale and purchase of the Apartment under this Agreement, then Promoter shall secure release of the Apartment from such mortgage or charge. Notwithstanding anything contained in any other law for the time being in force and until the Promoter secures release of the Apartment from the mortgage or charge, that mortgage or charge shall not affect the right and interest of Purchaser(s) who has agreed to purchase the Apartment.

20. **COSTS & EXPENSES**

Purchaser(s) shall bear and pay all the amounts and Taxes including stamp duty, registration charges and all out-of-pocket costs, charges and expenses to be incurred on all documents for sale and/or transfer of the Apartment herein and on all transactions contemplated under this Agreement between Promoter and Puchaser(s).

21. **BINDING EFFECT**

21.1 Forwarding a draft of this Agreement to Purchaser(s) shall not bind Promoter or Purchaser(s) in any manner, way, or form, unless – firstly, Purchaser executes this Agreement with all Annexure and Schedules, along with making payments as stipulated in the Payment Plan; and secondly, presents himself/herself/itself/themselves/ or their duly authorized power of attorney holder for registration of this Agreement at the office of the relevant Sub- Registrar on the date intimated by Promoter.

21.2 If Purchaser(s) fails to present himself/herself/itself/themselves/ or their duly authorized power of attorney holder for registration on the date specified, Promoter shall nevertheless be entitled to present this Agreement for registration in accordance with applicable law.

21.3 Promoter shall, in such an event, serve a written notice on Purchaser(s) requiring Purchaser(s) to present himself/herself/itself/themselves/ or their duly authorized power of attorney holder for registration of this Agreement within 15 (fifteen) days failing which the application of Purchaser(s) shall be treated as cancelled and all sums deposited by the Purchaser(s) in connection therewith excluding the Earnest Money shall be returned to Purchaser(s) without any interest or compensation. Any repayment herein shall only be processed consequent upon Purchaser(s) executing all necessary deeds, documents, agreements and undertakings for cancellation of registration of this Agreement.

22. **ENTIRE AGREEMENT**

22.1 This Agreement constitutes the entire agreement between the Parties and supersedes other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by Promoter, any agent, employee or representative of Promoter or any other person.

22.2 The model flat, if constructed by Promoter, and all furniture, items, electronic goods, and amenities displayed therein, and any marketing material including sales brochures, models, photographs, videos, illustrations, and walk through provided to Purchaser(s) or made available for Purchaser(s) viewing are representational and indicative and do not constitute, nor be interpreted as, a representation or warranty or declaration by Promoter or any of its agents/employees/representatives and Purchaser(s) shall not be entitled to make any claim upon Promoter with respect to any item/component/facet that is not specifically agreed to be provided by the Promoter to Purchaser(s) under this Agreement.

22.3 This Agreement shall form the only binding agreement between the Parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements, if any, concerning the Apartment.

23. **WAIVER**

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

24. **RIGHT TO AMEND**

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

25. **SEVERABILITY**

If any clause or part thereof of this Agreement is held / ruled illegal by any court of competent jurisdiction, or unenforceable under present or future laws, then it is the intention of the Parties that the remainder of this Agreement, shall not be affected, and shall remain valid, subsisting and binding on the Promoter and the Purchaser(s) and their respective rights and obligations shall continue as if the Agreement did not contain such clause which is held / ruled illegal or invalid.

26. **FURTHER ASSURANCES**

26.1 It is clearly understood and agreed that Promoter may develop and construct Future Buildings after obtaining due approvals from all the concerned Authorities and the Purchaser(s) shall not object to such construction or development. In case Promoter requires Purchaser(s) consent for any such approvals, Purchaser(s) shall give such consent promptly, enabling Promoter to complete the Goa Project.

26.2 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.

27. **GOVERNING LAW & DISPUTE RESOLUTION**

27.1 This Agreement and all matters connected therewith shall be governed by Indian law and specifically applicable law in the State of Maharashtra. This Agreement shall be subject to the exclusive jurisdiction of the Courts at Panaji, Goa.

27.2 Any dispute between Parties shall be settled amicably within a period 30 (thirty) days, unless the Parties agree upon a longer period for resolution of their dispute. In the event the Parties fail to settle their dispute amicably, either Party shall be entitled to refer the dispute to the Competent Authority, for resolution in accordance with the provisions of RERA and Rules thereunder.

28. **PERMANENT ACCOUNT NUMBER & AADHAR NUMBER**

The Permanent Account number and Aadhar card Number are as follows:

- (a) Developer:
- |                          |   |                |
|--------------------------|---|----------------|
| Permanent Account Number | : |                |
| AADHAR                   | : | Not Applicable |
- (c) Purchaser(s):
- |                          |   |  |
|--------------------------|---|--|
| Permanent Account Number | : |  |
| AADHAR                   | : |  |

**DRAFT AGREEMENT ONLY.**

IN WITNESS WHEREOF Parties hereinabove named have set their respective hands and signed this Agreement on the day first above written.

SIGNED AND DELIVERED by )  
Provident Housing Limited )  
through its Authorized Signatory )  
In the presence of the following witnesses:

1. [Insert name] )  
[Insert address] )
  
2. [Insert name] )  
[Insert address] )

SIGNED AND DELIVERED by )  
Trinitas Realtors India LLP )  
through its POA holder, Provident Housing Limited )  
In the presence of the following witnesses:

1. [Insert name] )  
[Insert address] )
  
2. [Insert name] )  
[Insert address] )

SIGNED AND DELIVERED by )  
the Purchaser(s) )  
In the presence of the following witnesses:

1. [Insert name] )  
[Insert address] )
  
2. [Insert name] )  
[Insert address] )

**DRAFT AGREEMENT ONLY.**

**SCHEDULE – 1**

Description of Larger Property & Project Land

**PART 1**

(Being description of the Larger Property)

All that piece and parcel of land bearing Survey Number 198/1, located in Vidhyanagar Village, Zuari Nagar, Chicalim, Mormugao Taluka, South Goa District, Goa, measuring approximately 128,925 square meters, converted for non-agricultural use vide Sanad dated 27.12.2013 bearing No. AC - 1/SG/ConvMor/8/2013/12574, issued by the Office of the Collector, South Goa District, Margao, and having development permission dated 09.08.2016, bearing No. MPDA/7-T-39/2016-17/583, issued by the Mormugao Planning and Development Authority, and bounded on the:

**East by** : Sy. No. 211 – Sub-Division 1-A, 1;  
Sy. No. 214 – Sub-Division 1, 3, 2

**West by** : Sy. No. 199 – Sub-Division 1, 5, 6, 2, 3, and 4 of Sancoale Village

**North by** : Sy. No. 205 – Sub-Division 1, 2, 3, 4, 5;  
Sy. No. 206 – Sub-Division 8, 9, 10, 2, 3, and 4 of Sancoale Village

**South by** : Dabolim village, and  
Partly by Sy. No. 197 of Sancoale Village; and  
Partly by Sy. No. 215 of Sancoale Village

---

**PART 2**

(Being description of the Project Land)

All that piece and parcel of land comprised within the Larger Property and the boundaries of which are marked in red in the plan attached. The Project Land comprises Row – 10, Row – 11, and Row – 12 identified as such on the plan.

**PART 3**  
(Unit Floor Plan)

**DRAFT AGREEMENT ONLY.**

SCHEDULE – 2  
Fixtures & Fitting (Specifications)

**DRAFT AGREEMENT ONLY.**

**SCHEDULE – 3**

Facilities & Amenities

1. The Facilities and Amenities listed in this Schedule are provided in the Goa Project. Some Facilities and Amenities will be in place and ready to use on or before Possession Date. Purchaser(s) agree and accept that:
  - (a) all decisions in relation to the exact specification of equipment and facilities being provided, including but not limited to brand names, cost, dimensions, quality, and quantity will be determined by Promoter, at its sole and absolute discretion, at the appropriate time;
  - (b) the obligation of Promoter is to provide usable equipment.
  - (c) Promoter makes no promises, assurances or warranties in relation to the equipment provided and that all equipment, materials and services provided as part of Facilities and Amenities will be purchased from third party suppliers on such terms and conditions as the third party suppliers normally provide such equipment, materials, or services;
  - (d) all Facilities and Amenities are provided on an "as is" basis and are expressly and specifically excluded from the Promoter obligations under Clause 11 and Promoter representations under Clause 15.1 of this Agreement.
  - (e) the maintenance, management and operation all Facilities and Amenities shall be the responsibility of such agency as Promoter may have appointed for this purpose or the Building Societies or Federation as the case may be and Promoter shall not be liable for the failure of or defects in the equipment, materials or services provided herein.
2. Purchaser(s) agrees that his/her/its/their use of the clubhouse and Facilities and Amenities are subject to the terms and conditions contained in the Agreement and/or rules, regulations or guidelines enacted by Promoter, Building Societies or Apex Society for this purpose.
3. Elevators provided by the Promoter in Project Building (specifications, brands, quality, costs and other details to be decided by Promoter at its discretion) will be automatic lifts/elevators with automatic rescue device (if feasible), emergency call facility to security cabin (if feasible), back-up.
4. Intercom point (EPABX) connected to security in the living room or dining room of the Apartment. Specifications, line capacity, brands, quality, costs and other details to be decided by Promoter at its discretion at the relevant time.
5. Subject to the conditions set out in paragraph 1 above, the Promoter agrees to provide the following amenities:
  - (a)
  - (b)
  - (c)
  - (d)
  - (e)

6. Proposed amenities being planned in the Project to be completed on or before 01 September 2022, subject to getting the required approvals, wherever applicable:

- |     |     |
|-----|-----|
| 1.  | 2.  |
| 3.  | 4.  |
| 5.  | 6.  |
| 7.  | 8.  |
| 9.  | 10. |
| 11. | 12. |
| 13. | 14. |
| 15. | 16. |
| 17. | 18. |
| 19. | 20. |

NOTE: It is clarified that only those amenities and facilities that have been sanctioned by the relevant Authority shall be provided. All provisioned facilities are subject to obtaining sanction from the relevant Authority.

7. Additional facilities as may be provided by the Promoter at its discretion (specifications, brands, quality, cost, colours, and other details to be decided by Promoter at its discretion)

- (a)
- (b)
- (c)

**DRAFT AGREEMENT ONLY.**

SCHEDULE – 4  
Payment Plan

**DRAFT AGREEMENT ONLY.**

**SCHEDULE – 5**  
Deposits & Charges

No.	Particulars	Amount (INR)
1.	Electric/Water connection charges/ deposits	At actuals to be paid to Promoter
	Gas Connection deposits / Charges	At actuals to be paid to Promoter
2.	Legal Charges	₹
		₹
3	Formation and Registration of Building Society and Federation, and all actions ancillary thereto	Payable on demand

**DRAFT AGREEMENT**

**SCHEDULE – 6**  
Deposits & Charges

No.	Particulars	Amount (₹)
1.	Share Application Charges	Payable on Demand
2.	Corpus Fund	₹ [ ]
3.	Maintenance charges along with service charges of Promoter	₹ [ ] ₹ [ ] (for 1 BHK) ₹ [ ] (for 2 BHK) ₹ [ ] (for 3 BHK)
4.	Municipal Taxes and Outgoings	As applicable

**DRAFT AGREEMENT**

## SCHEDULE – 7

### Definitions & Interpretation

#### I. DEFINITIONS

Unless otherwise agreed upon or stated to the contrary in the Agreement:

1. **"Agreement"** shall mean this agreement for sale between Promoter and Purchaser(s) for sale and purchase of the Apartment.
2. **"Apartment"** shall mean a dwelling unit, flat, premises, tenement, unit or by any other name called, being a separate and self-contained part of any immovable property located in the Project and intended to be used for any residential purposes in accordance with the terms and conditions of this Agreement.
3. **"Architect"** shall mean such person or association of individuals registered as an architect under the provisions of the Architects Act, 1972.
4. **"Authority"** shall mean any governmental authority, department, agency, instrumentality, section, board, corporation, office, unit or bureau of the Central Government or State Government and includes all local authorities, agencies, corporations including municipal corporations, municipal authorities, town planning councils, committees, panchayats, village accountants, revenue authorities, sub-registrars, development authorities or commissions, constituted under applicable law and vested with authority in matters relating to land, property and development thereon.
5. **"Building Society"** or **"Building Societies"** shall mean the co-ownership housing society or co-ownership housing societies as defined in Section 102(f) of the Goa Cooperative Societies Act, 2001 and described in Clause 12.2 of this Agreement, which society/societies are registered under the Goa Cooperative Societies Act, 2001 and rules enacted thereunder.
6. **"Carpet Area"** shall mean the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser, or verandah area and exclusive open terrace area appurtenant to the Apartment for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Apartment.
7. **"Common Areas"** shall mean the areas comprising Phase – 1 of the Project including within it, staircases, lifts, staircase and lift lobbies, fire escapes, common entrances and exits of buildings, common basements excluding parking spaces sold to Purchaser, terraces, parks, play areas, open parking areas and common storage spaces, premises for lodging of persons employed for management of the Project including accommodation for security personnel, installations of central services such as electricity, gas, water, sanitation, air-conditioning, incinerators, systems for water conservation and renewable energy, water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use, community and commercial facilities designated as common areas, and other portions of Phase – 1 of the Project as may be necessary for the maintenance and safety of the Common Areas, but excluding portions of the Larger Property not registered as part of Phase – 1 of the Project.
8. **"Competent Authority"** shall mean the Real Estate Regulatory Authority constituted by the Government of Goa under the provisions of RERA and Rules, as may be amended from time to time.

9. **"Covered Parking Space"** shall mean, if sold and purchased under this Agreement, a covered area as approved by a Authority and as per applicable development control regulations, sold to a Purchaser(s) for parking of one or more vehicles, excluding motorized two-wheelers and cycles, which space or contiguous spaces may be located in the basements, stilt levels, podium levels, or space provided by mechanized parking arrangements or such other area as may be designated as parking spaces and approved by the Authorities, but shall not include a garage and/or open parking spaces.
10. **"Development"** shall mean the development, construction and completion of the Project, including completion of the Facilities and Amenities as set out in this Agreement.
11. **"Deposits and Charges"** shall mean all amounts payable, details of which are set out in Schedule – 5 and Schedule – 6, by Purchaser(s) to Promoter and/or Building Society and/or Federation, including but not limited to all deposits and/or charges levied (whether prospectively or retrospectively) by an Authority, private or governmental supplier for supply of electricity; water charges and/or any other amenity or facility and/or additional fire safety measures or outgoings of any nature.
12. **"Engineer"** shall mean a person who has qualified as an engineer or is registered as an engineer under any law for the time being in force.
13. **"Facilities and Amenities"** shall mean such facilities and amenities as Promoter has agreed to complete and deliver, details of which are set out in Schedule – 3 attached to this Agreement.
14. **"Federation"** shall mean the apex co-ownership housing society which shall comprise of all Building Societies form and registered under this Agreement, under the Goa Cooperative Societies Act, 2001 and rules framed thereunder
15. **"Fit-Out Deposit"** shall mean the sum of money to be paid by Purchaser(s) to Promoter as an interest-free refundable deposit, prior to undertaking any fit-out works, interior decoration, modifications, alterations, or other civil works in the Apartment on the terms and conditions set out in Clause 7.6 of this Agreement.
16. **"Fit-Out Guidelines"** shall mean the apartment maintenance and fit-out manual handed over to Purchaser at the time of handing over possession of the Apartment, which manual contains a detailed list of permitted and prohibited activities within the Apartment that are necessary and critical in ensuring the safety, longevity and structural integrity of the Apartment.
17. **"Fixtures and Fittings"** shall mean shall mean the fixtures, fittings and amenities provided by Promoter within the Apartment being purchased by Purchaser(s), details of which fixtures, fittings and amenities are set out in Schedule – 2 attached to this Agreement.
18. **"Future Buildings"** shall mean the building and/or buildings Promoter intends to develop and construct on the Larger Property, not including the Phase – 1 of the Project, subject to receiving all necessary approvals, permissions, consents, authorizations and certificates for this purpose from the relevant Authority.
19. **"Goa Project"** shall, (i) the completion of development of the last wing of the last building in the project being developed on the Larger Property as a whole; and (ii) completion of development and construction activities of all common areas, commercial areas, services, facilities, amenities and all other works on the Larger Property; and (iv) sale of the last of the apartments/units/shops/hotels/serviced apartments developed on the Larger Property; and (iii) execution and registration of the deed of lease by Promoter in favour of the Federation.

20. "**Joint Development Agreement**" shall mean the agreement dated 13.10.2017 between Landowner and Developer, registered as Document No. MOR-BK1-01686-2017, stored on CD No. MORD24, at the office of the Sub-Registrar of Mormugao Taluka.
21. "**Larger Property**" shall mean all that land and immovable property bearing Survey No 198/1, situated in Vidhya Nagar village, Chicalim, Zuari Nagar, Mormugao Taluka, South Goa District, Goa.
22. "**Occupancy Certificate**" shall mean the occupancy certificate, not including a Part O.C, or such other certificate by whatever name called, issued by the relevant Authority within whose jurisdiction the Goa Project lies, permitting occupation of any building, tower, apartment, or complex as provided under local laws; and which building, tower, apartment, or complex has provision for civic infrastructure such as water, sanitation, and electricity in accordance with local law.
23. "**Occupation Intimation**" shall mean the written intimation issued by Promoter to Purchaser(s) in accordance with Clause 7.3 of this Agreement.
24. "**Party**" or "**Parties**" shall mean Landowner, Developer, or Purchaser, referred to individually or collectively as the context may require.
25. "**Payment Plan**" shall mean the schedule for payments to be made by the Purchaser, details of which are set out in Schedule – 4 attached to this Agreement.
26. "**Permissible Deviation**" shall mean the allowed variance, as stated in Clause 3.8, between the Carpet Area as stated in this Agreement and the final Carpet Area as measured immediately prior to handing over possession of the Apartment to the Purchaser, which deviation shall not exceed 3% (three percent) of the Carpet Area stated herein.
27. "**Phase Buildings**" shall mean other buildings being developed and constructed as part of Phase – 1 of the Project, as applicable, but excluding Future Buildings.
28. "**Project**" or "**Real Estate Project**" or "**Phase – 1**" or "**Phase – 1 of the Project**" shall all mean the development, construction and completion of buildings 10, 11, and 12 specifically, of the project presently named "**Adora de Goa**", comprising residential apartments as well as commercial use apartments.
29. "**Project Building**" shall mean tower no. [\_\_\_] being a part of Phase – 1 of the Project.
30. "**Project Completion Date**" shall mean the day and date immediately succeeding the day and date on which an Occupancy Certificate, is obtained from the relevant Authority consequent upon complete development of the Goa Project as envisaged by Promoter.
31. "**Project Land**" shall mean the area of land within the Larger Property comprising only Phase – 1 of the Project.
32. "**Possession Date**" shall mean such date as submitted to and approved by the Competent Authority at the time of registration of the Project, or as stated in Clause 7.1, unless extended with the prior approval of the Competent Authority.
33. "**RERA**" shall mean the Real Estate (Regulation and Development) Act, 2016 and Rules.

34. "**RERA Account**" shall mean the separate bank account maintained by Promoter for collection of amounts realized from purchasers of units in the Project, details of which are set out in Clause 3.7 of this Agreement.
35. "**Rules**" shall mean all rules notified by the Government of Goa from time to time, in exercise of its power under Section 84 of the Real Estate (Regulation and Development) Act, 2016.
36. "**Sanctioned Plan**" shall mean the provisionally approved site plan, building plan, service plan, covered parking and circulation plan, landscape plan, layout plan, zoning plan, and such other plan to the extent applicable to Phase – 1 of the Project; and shall include structural designs if applicable, Project permissions granted by a relevant Authority and such other permissions as may be approved and/or granted by the relevant Authority prior to the commencement of the Project.
37. "**Sale Consideration**" shall mean the amount as stated in this Agreement that Purchaser has agreed to pay to Promoter for the Apartment, including but not limited to the cost of developing the land, construction of the Project, internal development charges, external development charges, taxes, cost of provisioning and providing all Facilities and Amenities in the Project.
38. "**Taxes**" shall mean all applicable amounts payable to or levied on account of taxes, charges, tolls, tariffs, assessments, duties, levies, cesses, surcharges, impositions, fees or other amounts payable to any Authority including but not limited to service tax, value added taxes, goods and services tax, other indirect taxes thereon, whether payable now or as may become payable in the future, under this Agreement and in relation to the transaction of sale and purchase of the Apartment.
39. "**Warranty Exceptions**" shall mean all the fixtures, fittings and items listed in **Schedule – 8** attached to this Agreement and located in the Apartment, Common Areas, Facilities and Amenities, Project Building, or otherwise located anywhere on the Project, which are excluded from the provisions of Clause 11.

---

## II. INTERPRETATION

1. Recitals stated in this Agreement are descriptive and shall not be construed to be an integral nor operative part of this Agreement.
2. The headings given in the operative section of this Agreement are only for convenience; and are not intended in derogation of RERA.
3. In this Agreement where the context admits:
- (a) any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

- (b) any reference to the singular shall include the plural and vice-versa; references to the masculine, the feminine and the neuter shall include each other; and references to a "company" shall include a body corporate;
- (c) the word "day" or "business day" would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Panaji, or any place where any act under this Agreement is to be performed;
- (d) the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of clauses, sections and schedules in which the reference appears;
- (e) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (f) the expression "Clause" or "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;
- (g) each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- (h) in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a business day, then the period shall include the next following business day;
- (i) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (j) references to a person (or to a word importing a person) shall be construed so as to include an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/ separate legal entity);
- (k) references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
- (l) where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.

**SCHEDULE – 8**

Warranty Exceptions

Promoter shall not be liable to repair or replace the following items, which are not covered under Promoters' defect remediation liability as stated in Clause 11 of the Agreement. Where applicable and provided a manufacturer, vendor, and/or supplier has offered warranty terms, Promoter shall pass-on such warranty on the same terms and subject to the same conditions offered by such manufacturer, vendor, and/or supplier.

Items excluded from warranty and defect liability are:

- (a) Doors – including shutters, frames and Architraves – are provided considering normal wear and tear. No guarantees on abuse. Polishing and laminates are also not covered.
- (b) Hardware for doors - such as handles, hinges, tower bolts, magnetic eye, door stoppers, screws, anchors, foam filling, adhesives and locks.
- (c) UPVC windows – sections – complete with architraves, hardware, insect mesh, components of UPVC windows such as rollers etc., and glass.
- (d) Sanitary and plumbing fixtures (including traps) – any defects arising not out of manufacturing for pipes and fixtures.
- (e) Tiles for flooring and dado.
- (f) Natural stones – thresholds/cooking platform/counters for washbasins.
- (g) SS sink – set complete for defects arising NOT out of manufacturing.
- (h) Conduits used for electrical works, cables/wires.
- (i) All Electrical switches/ sockets including cover plates – not arising out of manufacturing.
- (j) Equipment's used in the Clubhouse (pool tables, gym equipment, pumps, light fixtures, pool equipment's) – with limited warranty as covered by the manufacturer.
- (k) Fire fighting – hose reel and sprinklers, supply lines/joints.
- (l) Railings – in glass, stainless steel against breakage and rusting.
- (m) Limited warranty as available from the manufacturer is only covered for Equipment's used for lifts, water supply, solar water heaters, light posts, lightning arrestors, earth pits, AC units, pumps, panels, switch gear, diesel generators, PA system, Intercom – equipment and EPABX , Transformers, CCTV and allied works.
- (n) Limited warranty against waterproofing – covered up to the warranty provided by the vendors for this activity.
- (o) any other fixture provided such as signage's, post boxes, lockers provided at clubhouse including the furniture, light fixture, exhaust fans, etc.,

- (p) All false ceiling materials provided for lobbies and toilets.
- (q) Paints for the units as well as external, Marking for driveways, parking marking, column edge protections, road/drive way humps, pavers, traffic – mirrors.
- (r) STP's, WTP's, Panels, and all other service equipment – with limited warranty as provided by the manufacturer.

**DRAFT AGREEMENT ONLY.**

## SCHEDULE – 9

### Purchaser(s) Covenants – Restricted & Prohibited Activities

To maintain the aesthetics of the Project Building and to ensure the quiet and peaceful enjoyment by all the purchasers and occupants therein and for the common benefit of all, and to preserve and maintain the safety, security and value of the Apartment, the Project Building and the Larger Property, Purchaser(s) agree and covenant as follows:

- (a) If Purchaser(s) or members of Purchaser(s) family or any servant or guest of Purchaser(s) violate any one or more of the covenants and prohibited actions listed below, then Purchaser(s) shall immediately take remedial action and also becomes liable to pay a sum of ₹ 5000/- (Rupees Five Thousand Only) plus applicable Taxes to Promoter on each occasion on which the violation is committed:
- (i) Not to affix any fixtures or grills on the exterior of the Project Building for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. Purchaser(s) may fix grills on the inside of the windows. The standard design for the same shall be obtained by Purchaser(s) from Promoter and Purchaser(s) undertakes not to fix any grill having a design other than the standard design approved by Promoter.
  - (ii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment into the compound or the refuge floor or any portion of the Larger Property and the Project Building.
  - (iii) Not to at any time cause or permit to be caused any public or private nuisance in or upon the Apartment, Project Building or Larger Property or any part thereof or do anything which shall cause an annoyance, inconvenience, suffering, hardship or disturbance to the occupants of other premises in the Project Building or to the Promoter. Purchaser(s) shall ensure that Purchaser(s) pets and/or domesticated animals, if any, in or upon the said Premises, the Project Building or the Larger Property or any part thereof shall not enter restricted areas/no entry zones as may be designated by Promoter in the Project Building / Larger Property and/or pose a health or safety hazard and/or cause nuisance to the other occupiers of the Project Building / Larger Property and or the lifts installed in the Project Building.
  - (iv) Not to discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the Apartment and/or the Project Building and/or open spaces nor litter or permit any littering in the Common Areas or around the Apartment and/or the Project Building and at the Purchaser(s) own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Premises and/or the Project Building and/or open spaces to the requirement and satisfaction of the Promoter and/or relevant Authorities.
  - (v) Not to do either by himself / herself / itself/ themselves or through any other person anything which may or is likely to endanger or damage the Project Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the Project Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the Project Building.
  - (vi) Not to display / permit to be displayed at any place in/upon the Project Building or Larger Property or any part thereof including on any construction thereon, any bills, posters, hoardings, advertisement, name boards, signboards including neon and illuminated, placards, posters, notice, advertisement, name plate,

sign, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever. Purchaser(s) shall not stick or affix pamphlets, posters or any paper on the walls of the Project Building or common area therein or in any other place or on the window, doors and corridors of the Project Building.

- (vii) Not to allow debris and waste materials resulting from any interior decoration work, fit-outs, renovations, modifications, carpentry or other allied works to be accumulated or placed in the Common Areas or Facilities and Amenities or in any area within the Project Building/Larger Property and make suitable arrangement, at Purchaser(s) cost and expense, for removal of any and all such debris on a daily basis.
- (b) Upon formation and registration of each Building Society and admitting Building Societies in the Federation, Promoter shall hand over such amounts to the Federation exclusive of any interest thereon and the same shall be reflected in the account/s of Purchaser(s) with the Building Society and if Purchaser(s) does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from Purchaser(s) to the Building Society in the Building Society's account.
- (c) Not to install a window air-conditioner within or outside the Apartment. If found that the Purchaser(s) has affixed a window air conditioner or the outdoor condensing unit which projects outside the Apartment, Purchaser(s) shall forthwith become liable to pay a sum of ₹ 15,000/- (Rupees Fifteen Thousand only) plus applicable Taxes. If the Purchaser(s) does/do not pay the aforesaid sum, the same shall be shown as amounts outstanding and due from the Purchaser(s) to the Building Society in the Building Society's account.
- (d) The aforesaid amounts shall be payable by Purchaser(s) in addition to the cost of rectification for the default committed. In the event Purchaser(s) fails to rectify the default within 15 (fifteen) days from committing such default at Purchaser(s) own cost, then Promoter shall be entitled to send a notice to Purchaser(s) intimating Purchaser(s) that Promoter shall, within a period of 48 (forty-eight) hours from the date thereof, enter the Apartment to rectify such defect. After such 48 (forty-eight) hour period, Promoter through its agents, shall have a right to enter the Apartment and dismantle, at the Purchaser(s)' cost, such fixtures or grills or air conditioner or the outdoor condensing unit or such other fixture which is / are in contravention of the terms contained in this Schedule - 10.

**DRAFT AGREEMENT ONLY**

ANNEXURE – 1

Title Certificate

**DRAFT AGREEMENT ONLY.**

ANNEXURE – 2

Details of Permissions, Consents & Licenses

**DRAFT AGREEMENT ONLY.**

**ANNEXURE – 3**  
RERA Registration Certificate

**DRAFT AGREEMENT ONLY.**