

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made in this city of Ponda, Taluka and Sub-District of Ponda, District of North Goa, State of Goa, on this day of of the year Two Thousand **Eighteen.**

BY AND BETWEEN

1. **M/S MAHALAXMI DEVELOPERS**, a partnership firm duly registered under the Indian Partnership Act 1932, with its regd. office at Office No. E2, Mitasu Manor, Near Zonal agricultural office, Sadar, Ponda, Goa, having PAN NO AAZFM1941R and represented by its Partners namely:

- (i) **MR. ARVIND VISHWANATH DHAIMODKAR**, son of Mr. Vishwanath Dhaimodkar, aged 53 years, married, businessman, holding PAN CARD NO ADPPD9071J, Aadhar No....., email id....., Mobile No, residing at Flat No. F-1, Ganesh Prasad building, Khadapaband, Ponda, Goa 403401;
- (ii) **MR. RAJESH RAMESH SHETYE**, son of late Mr. Ramesh V. Shetye, aged 45 years, married, businessman, holding PAN CARD NO AHEPS4395P, Aadhar No....., email id....., Mobile No, residing at Plot No. 20, "Anandi", Near Cottage Hospital, Chicalim, Vasco-da-Gama, Goa, 403711;
- (iii) **MRS. ROOPALI P. P. LAWANDE**, wife of Mr. Prakash S. P. Lawande, aged 42 years, married, businesswoman, holding PAN CARD NO AJVPP2096H, Aadhar No....., email id....., Mobile No, residing at B-102, Mitasu Manor, Sadar, Ponda, Goa 403401;
- (iv) **MR. SANDEEP YESHWANT KAMAT**, son of Mr. Yeshwant V. Kamat, aged 47 years, married, businessman, holding PAN CARD NO AFMPK7925D, Aadhar No....., email id....., Mobile No, residing at House No. 269/C, Aquem-Baixo, Navelim, Salcete, Goa 403707.

All partners are Indian Nationals and hereinafter referred to as the "**BUILDER/SELLER/PROMOTER**" (which expression shall unless repugnant to be context or meaning thereof shall mean and include its current and future partners, successors, executors, administrators and assigns) of the **FIRST PART**.

AND

- 2.A) MR**, son of, aged years, married/unmarried, service/business holding PAN CARD No, Aadhar No....., email id....., Mobile No, and;
- 2.B) MRS.....**, wife of, aged years, married, service/business, PAN CARD No, Aadhar No....., email id....., Mobile No, both Indian Nationals, resident of and hereinafter jointly referred to as the **PURCHASER/S "ALLOTTEE/S"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, successors, legal representatives and assigns) of the **SECOND PART**.

AND

- 2A MR ASHUTOSH SURENDRA KHANDEKAR**, son of Surendra Khandekar aged years, married/unmarried, service/business holding PAN CARD No, Aadhar No....., email id....., Mobile No, and his wife;
- 2B MRS MANASVI ASHUTOSH KHANDEKAR**, wife of Ashutosh Khandekar, aged years, married, service/business, PAN CARD No, Aadhar No....., email id....., Mobile No both residing at

2C MRS SARIKA RAYESHWAR SHIRODKAR, wife of Rayeshwar Shirodkar aged years, married, service/business, PAN CARD No, Aadhar No....., email id....., Mobile No

2D MR RAYESHWAR NANDA SHIRODKAR, son of Nanda Shirodkar aged years, married, service/business, PAN CARD No, Aadhar No....., email id....., Mobile No both Indian Nationals, residing at..... represented herein by their duly appointed Power of Attorney Holder **MR. ARVIND VISHWANATH DHAIMODKAR** son of Mr. Vishwanath Dhaimodkar, aged 53 years, married, businessman, holding PAN CARD NO ADPPD9071J, Aadhar No....., email id....., Mobile No, residing at Flat No. F-1, Ganesh Prasad building, Khadapaband, Ponda, Goa 403401 authorized to sign vide Power of Attorney datedexecuted before the Notary at Ponda Goa and hereinafter jointly referred to as the "**CONFIRMING PARTY**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, successors, legal representatives and assigns) of the **THIRD PART.**

The "**BUILDER/SELLER/PROMOTER**" is represented by its partner and duly constituted attorney **MR. ARVIND VISHWANATH DHAIMODKAR**, vide Power of Attorney dated 11/08/2014, executed before Notary Smt. Reshma R. Prabhu, vide Registration No 568.

1. **AND WHEREAS** there existed a property known as "MUSSABHAT" or "BOSUBHAT" or "MONSABHAT" or "BASSIMBHAT", situated at Ponda Village (erstwhile falling within the limits of Village Queula), within the limits of Ponda Municipal Council, Taluka and Sub-District of Ponda, District of North-Goa, State of Goa, described in the Land Registration Office under Description No. 6346 (with the exclusion of its part disannexed and described separately at No. 11817) and enrolled in the Taluka Revenue Office under Matriz No. 422.
2. The property under description No. 6346 (with the exclusion of its part disannexed and described separately at No. 11817) is better described under SCHEDULE A hereunder written and is hereinafter referred to as "SAID ENTIRE PROPERTY".
3. WHEREAS the "SAID ENTIRE PROPERTY" was divided into various Lots (plots) of which Lote No. 25 (admeasuring an area of 320.00 Sq. meters approximately) and Lote No. 26 (admeasuring an area of 3875.00 Sq. meters approximately) came to be owned by Mr. Surendra Puto Naique (also known as Surendra Putu Naik or Surendra Puto Khandekar), having purchased the same from its erstwhile owners Caji Mamod Issac and Caji Mamod Cadirsab, vide Deed of Sale dated 29/07/1964, drawn by Notary of Comarca of Salcete, Bar at Law, Barreto Xavier in Book No. 854 at pages 41 overleaf onwards.
4. WHEREAS the Said Plot No. 25 and 26 as one unit came to be separately described in the Land Registration Office under No. 22309 at pages 87 reverse of Book B 69 with denomination 'MOSSU BATTA' or 'BOSSU BATTA' with area admeasuring as 4270.25 Sq. meters (but actually admeasuring 4195.00 Sq.

meters at loco) and was inscribed in the name of Surendra Putu Naique under Inscription No. 27179 at pages of Book G-40.

The plot under description No. 22309 are better described under SCHEDULE B hereunder written and are hereinafter referred to as "SAID BIGGER PLOTS".

5. WHEREAS Mr. Surendra Putu Naique, in pursuance to another Instrument of Conveyance dated 02/06/1971, duly registered in the office of the Sub-Registrar, Ponda under Reg. No. 224 of Book I, Vol. No. 15 page 57 onwards dated 27/7/1971, owned another plot being Plot No. 29 admeasuring 3590.00 Sq. meters of the "SAID ENTIRE PROPERTY", adjacent to the Lote No. 26 of the SAID BIGGER PLOTS.
6. WHEREAS due to passing of the Ponda Bus Stand-Ponda Tisk road from the SAID BIGGER PLOTS, the SAID BIGGER PLOTS got bifurcated into two parts, Eastern Part and Western Part.
7. WHEREAS during Survey conducted in the State of Goa in the mid seventies, the Lote No. 29 and Said Eastern Part of Lote No. 26 came to be recorded as one single unit under Survey No. 12/1 of Ponda Village with the designation "khadpa Bandh" and with area as admeasuring 4817.00 Sq. meters.
8. This property "Khadpa Bandh" under Survey No. 12/1 of Ponda Village is hereinafter referred to as "SAID PROPERTY" and is better described under SCHEDULE C hereunder written.
9. WHEREAS said Surendra Putu Naique or Naik also known as Surendra Putu Khandekar and was married under the regime of communion of assets to Mrs. Sujata S. Khandekar.

10. WHEREAS said Mr. Surendra Putu Khandekar expired on 21/12/1977, leaving behind his widow and moiety holder said Mrs. Sujata Khandekar and three children Viz. Miss Sarika Surendra Khandekar, Miss Latika Surendra Khandekar and Mr. Ashutosh Surendra Khandekar as his sole and universal heirs.
11. WHEREAS in order to partition the assets left behind by said Mr. Surendra Khandekar and his parents, an Inventory Proceeding was instituted by his widow Mrs. Sujata Khandekar before Civil Judge Senior Division, Ponda being Inventory Proceeding No. 1/1995, in which the SAID PROPERTY was described under Item No. 2 while the two residential Chawls and a building standing in the SAID PROPERTY were described under Item No. 3 and 4 of the List of Assets filed therein and vide Order dated 08/01/1996, the allotment made on 04/01/1996 was confirmed, whereby the properties described under Item No. 2, 3 and 4 of the said Inventory Proceedings were allotted to Mrs. Sujata Khandekar.
12. WHEREAS Mrs. Sujata Khandekar developed the part of the SAID PROPERTY, namely lote No 29 into sub-plots and the balance portion admeasuring 1227 sq mtrs which forms a part of lote No 26 was available with Mrs. Sujata Khandekar for disposal. The SAID PROPERTY is surveyed under No 12/1.
13. WHEREAS on 30.6.2016, Smt Sujata Surendra Khandekar entered into a Agreement for Development, Construction and Sale (hereinafter referred to as the "SAID AGREEMENT") with the "BUILDER/SELLER/PROMOTER" for Sale of the part of lote No 26 admeasuring 1227 sq mtrs.
14. This portion admeasuring 1227.00 of Survey No. 12/1 of Ponda Village as mentioned in the SAID AGREEMENT was

found to be 1137 m² at the time of partition sought in the Court of the Deputy Collector & Sub-Divisional Officer at Ponda vide No PON/LCR/PART/138/2017/M-1824 dated 20th October 2017 and this portion admeasuring 1137 m² is allotted a separate survey No 12/1-E and is hereinafter referred to as "SAID PLOT" and is better described in SCHEDULE II hereunder written.

15. WHEREAS Latika S Khandekar died on 12.1.2003 without any issues, leaving behind her mother as her only legal heir.
16. WHEREAS Smt. Sujata Surendra Khandekar died on 2.5.2017 being survived by Sarika R Shirodkar and Ashutosh S Khandekar both living with their spouses as declared by the Deed of Succession hence Ashutosh S Khandekar and Sarika R Shirodkar with their respective spouses have been made a necessary Confirming Party to this Agreement.
17. The BUILDER/SELLER/PROMOTER is authorized to construct a building on the SAID PLOT in accordance with the recitals stated hereinabove.
18. The BUILDER/SELLER/PROMOTER is in possession of the SAID PLOT.
19. THAT the BUILDER/SELLER/ PROMOTER is under a scheme of development is developing the SAID PLOT by constructing thereon a residential Building as a Single Complex known as **"MAHALAXMI'S PUTU MANIK APARTMENTS"**.
20. The Scheme of Development would be a part and parcel of the overall development of the SAID PLOT as a single entity viz

“MAHALAXMI’S PUTU MANIK APARTMENTS” which interalia includes facilities such as compound wall, Club House, Swimming Pool, planned and regulated entry and exit etc to the SAID PLOT for the beneficial use and enjoyment of the said facilities to all the Apartment purchasers.

21. The Project **“MAHALAXMI’S PUTU MANIK APARTMENTS”** shall consist of 1 Residential Building comprising of Shops and Apartments along with one reserved covered car parking slot for each Apartment.

22. The PURCHASER/S/ALLOTEE/S has /have approached the **BUILDER/SELLER/ PROMOTER** after having seen and verified all documents pertaining to the title of the **BUILDER/SELLER/PROMOTER** and of the **CONFIRMING PARTY** and all plans, layout, specifications and as well as the overall ‘Scheme of Development’ of the “SAID PLOT” for Allotment/purchase of a Residential Apartment, in **“MAHALAXMI’S PUTU MANIK APARTMENTS”** being constructed on the “SAID PLOT” situated on the Floor and which Apartment is duly identified herein as Apartment No. in the plan annexed , the Apartment No. having a Carpet area ofsq. mtrs . along with square metres of exclusive balcony/verandah/ passage area appurtenant to the carpet area for the exclusive use of the **PURCHASER/S /ALLOTEE/S** and along with one covered Car Park, hereinafter referred to as the SAID APARTMENT more particularly described in **SCHEDULE NO. III** hereinafter written.

23. The Carpet Area of the SAID APARTMENT as defined under clause(K) of section 2 of the Real Estate Regulation and Development Act 2016 (RERA) is sq mtrs.

24. The **BUILDER/SELLER/PROMOTER** has registered the project “MAHALAXMI’S PUTU MANIK APARTMENTS” under the provisions of the Real Estate (Regulation and Development) Act 2016 and the rules framed there under with the Real Estate Regulatory Authority at No, authenticated copy is attached as Annexe.
25. The **BUILDER/SELLER/ PROMOTER** has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the **BUILDER/SELLER/ PROMOTER** accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.
26. The **BUILDER/SELLER PROMOTER** by virtue of the Agreement for Development, Construction and Sale dated 30.6.2016 has sole and exclusive rights to sell the Apartments in the project “MAHALAXMI’S PUTU MANIK APARTMENTS” to be constructed by the **BUILDER/SELLER/ PROMOTER** on the SAID PLOT and to enter into Agreements with the Allotees/Purchasers of the Apartments and to receive the sale consideration in respect thereof.
27. The Scheme as averred in clauses 1 to 26 above is the “Scheme of development” of the “SAID PLOT” as envisaged.
28. The **BUILDER/SELLER/ PROMOTER** as per their Scheme of Development is taking up the construction of one residential

Building as a part of its Development on the "SAID PLOT" as per the plan annexed herein and for that purpose has obtained

- (a) Conversion Sanad issued by the Office of the Additional Collector III, at Ponda under No. AC/PON/SG/CONV/22/2017/393 dated 23rd April 2018.
- (b) Development permission to develop the SAID PLOT issued by the South Goa Planning and Development Authority vide
 - i) Reference No SGPDA/3008/182/17-18 dated 18.1.2018
 - ii) Reference No SGPDA/3008/211/17-18 dated 27.2.2018
- (c) Construction License bearing No 54/2017-2018 dated 13.3.2018 issued by the Ponda Municipal Council.

29. WHEREAS on demand from the PURCHASER/S ALLOTEE/S, the **BUILDER/SELLER/ PROMOTER** has given inspection to the PURCHASER/S ALLOTEE/S of all the documents of title relating to the SAID PLOT and the plans, designs and specifications prepared by the PROMOTER'S Architect **M/s ULYSIS** and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the SAID ACT") and the Rules and Regulations made thereunder, and the PURCHASER/S/ ALLOTEE/S has acknowledged the receipt of the same.

30. The authenticated copies of Certificate of Title issued by the Advocate/legal Practitioner of the **BUILDER/SELLER/ PROMOTER**, showing the nature of the title of the

BUILDER/SELLER/ PROMOTER, to the SAID PLOT on which the Apartments are to be constructed have been annexed hereto.

31. The authenticated copies of the plans of the Layout as proposed by the **BUILDER/SELLER/ PROMOTER** and as approved by the Ponda Municipal Council and according to which the construction of the building is proposed to be provided for on the SAID PLOT have been annexed hereto.
32. And whereas the authenticated copies of the plans and specifications of the SAID APARTMENT agreed to be purchased by the PURCHASER/S/ALLOTEE/S, as sanctioned and approved by the Ponda Municipal Council forms a part of the Agreement.
33. While sanctioning the said plans concerned competent authorities and/or Government has laid down certain terms conditions, stipulations and restrictions which are to be observed and performed by the **BUILDER/SELLER/ PROMOTER** while developing the SAID PLOT and the building constructed thereon and upon due observance and performance of which only the completion or occupancy Certificate in respect of the SAID BUILDING or the project "**MAHALAXMI'S PUTU MANIK APARTMENTS**" shall be granted by the concerned competent authority.
34. The **BUILDER/SELLER/ PROMOTER** has accordingly commenced construction of the SAID BUILDING in the SAID PLOT in accordance with the said proposed plans.
35. The **BUILDER/SELLER/PROMOTER** and the PURCHASER/S/ALLOTEE/S relying on the confirmations,

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

Note:- In respect of those Apartments located on the floor i.e. / floor the PURCHASER/S/ ALLOTEE/S of such Apartment have the right to exclusively possess, use and enjoy the open terrace space adjoining their respective Apartment/s to the extent of the carpet – up area of the Apartment.

However, no construction is permitted nor any roof garden is allowed to be put up in order to ensure the safety and to prevent probable damages (leakages etc) to the Slab beneath the open terrace.

36. Besides, in the scheme of things the BUILDER/SELLER/PROMOTER shall construct a CLUB HOUSE and a **“ROOF TOP SWIMMING POOL”** which shall ultimately be transferred in the name of the SOCIETY/ENTITY/ GENERAL SOCIETY for the beneficial use and enjoyment of all the Apartment Purchasers in the Said Complex **“MAHALAXMI'S PUTU MANIK APARTMENTS”**.

37. In Accordance with the terms and conditions set out in this Agreement, the BUILDER/SELLER/ PROMOTER hereby agrees to allot/sell the SAID APARTMENT inclusive of one covered Car Park to the PURCHASER/S/ALLOTEE/S for a sum of/- (**Rupees.....**) (along with a

copy of the Occupancy Certificate in respect of the SAID BUILDING including the SAID APARTMENT therein) and the PURCHASER/S/ALLOTEE/S hereby agrees to purchase the SAID APARTMENT on the condition that the PURCHASER/S/ALLOTEE/S will bind himself/themselves under the terms and conditions of this Agreement for the purchase of the SAID APARTMENT, more particularly described in SCHEDULE III.

38. The PURCHASER/S/ALLOTEE/S has/have agreed to pay the above said sum of/- (**Rupees**) for the purchase of the SAID APARTMENT as per the Mode of payment prescribed in SCHEDULE No. IV hereinafter written.
39. THAT The PURCHASER/S /ALLOTEE/S herein clearly understand/s and agree/s that construction of the residential building with value added features as stated hereinabove shall constitute the overall development of the "SAID PLOT" as a single entity viz **"MAHALAXMI'S PUTU MANIK APARTMENTS"** which interalia includes facilities such as Club House, Roof top swimming pool, compound wall, planned and regulated entry and exit etc to the "SAID PLOT" for the ultimate beneficial use and enjoyment of the said facilities to all the flat purchasers under the scheme of development.
40. WHEREAS under section 13 of the Real Estate (Regulation and Development) Act 2016, the BUILDER/SELLER/ PROMOTER is required to execute a written Agreement for sale of SAID APARTMENT with the PURCHASER/S/ALLOTEE/S, being in fact these presents

and also to register said Agreement under the Registration Act, 1908.

41. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, BUILDER/SELLER/ PROMOTER hereby agrees to sell and the PURCHASER/S/ALLOTEE/S hereby agrees to purchase the SAID APARTMENT.

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

I. PREMISES:

- (a) The BUILDER/SELLER/ PROMOTER shall construct the SAID BUILDING consisting of 1 No of basement and part stilt plus 6 floors/ 1 No of basement plus 6 floors on the SAID PLOT in accordance with the plans, designs and specifications as approved by the concerned competent authorities from time to time provided that the BUILDER/SELLER/ PROMOTER shall have to obtain prior consent in writing of the PURCHASER/S/ALLOTEE/S in respect of variations or modifications which may adversely affect the SAID APARTMENT of the PURCHASER/S/ALLOTEE/S except any alteration or addition required by any Government authorities or due to change in law.
- (b) The PURCHASER/S/ALLOTEE/S having approached the BUILDER/SELLER/ PROMOTER hereby agrees to purchase and acquire the SAID APARTMENT inclusive of one covered Car Park, as per the Scheme of development

and the BUILDER/SELLER/ PROMOTER hereby agrees to sell and transfer to the PURCHASER/S/ALLOTEE/S the SAID APARTMENT as per the Scheme of development having a carpet area approximately sq. mtrs. along with square metres of exclusive carpet area of balcony/verandah/ passage for the exclusive use of the PURCHASER/S/ALLOTEE/S and along with one stilted Car Park as shown in the floor plan hereto annexed, for a sum consideration of Rs which includes the proportionate incidence of common areas and facilities appurtenant to the SAID APARTMENT exclusive of applicable taxes, duties, levies, fees, GST levies etc., due and payable (till the time of handing over of the possession of the SAID APARTMENT) in accordance with the mode of payment as stipulated in SCHEDULE-IV appended to this Agreement.

The total Aggregate consideration amount for the SAID APARTMENT including one car park is thus Rs

- (c) The Total Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/ /Government from time to time. The BUILDER/SELLER/PROMOTER undertakes and agrees that while raising a demand on the PURCHASER/S/ALLOTEE/S for increase in development charges, cost, or levies imposed by the competent authorities etc., the BUILDER/SELLER/PROMOTER shall enclose the said notification/order/rule/ /regulation

published/issued in that behalf to that effect along with the demand letter being issued to the PURCHASER/S/ALLOTEE/S, which shall only be applicable on subsequent payments.

- (d) The BUILDER/SELLER/PROMOTER warrants that:
- i) They have rights and possession of the SAID PLOT and the individual Apartments constructed thereon at **"MAHALAXMI'S PUTU MANIK APARTMENTS"**.
 - ii) The "SAID APARTMENT" shall conform to the Standard Specifications detailed in SCHEDULE-V of this Agreement.
- e) The **BUILDER/SELLER/PROMOTER** shall confirm the final carpet area that has been allotted to the PURCHASER/S/ALLOTEE/S after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the **BUILDER/SELLER/PROMOTER**. If there is any reduction in the carpet area within the defined limit then **BUILDER/SELLER/PROMOTER** shall refund the excess money paid by PURCHASER/S/ALLOTEE/S within forty-five days with annual interest at the rate specified in the rules, from the date when such an excess amount was paid by the PURCHASER/S/ALLOTEE/S. If there is any increase in the carpet area allotted to PURCHASER/S/ALLOTEE/S, the **BUILDER/SELLER/PROMOTER** shall demand additional amount from the PURCHASER/S/ALLOTEE/S as per the next milestone of the Payment Plan. All these monetary

adjustments shall be made at the same rate per square meter as agreed in Clause 1(b) of this Agreement.

f) The PURCHASER/S/ALLOTEE/S authorizes the **BUILDER/SELLER/PROMOTER** to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the **BUILDER/SELLER/PROMOTER** may in its sole discretion deem fit and the PURCHASER/S/ALLOTEE/S undertakes not to object/demand/ /direct the **BUILDER/SELLER/PROMOTER** to adjust his payments in any manner.

g) **The BUILDER/SELLER/PROMOTER** may allow, in its sole discretion, a rebate for early payments of equal installments payable by the PURCHASER/S/ALLOTEE/S on such terms and conditions as the parties mutually agree the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to an PURCHASER/S/ALLOTEE/S by the **BUILDER/SELLER/PROMOTER**.

II. CONSIDERATION:

(a) In consideration of the purchase of the SAID APARTMENT inclusive of the covered Car Park denoted under No as shown on the plan annexed to this Agreement, the PURCHASER/S/ALLOTEE/S agree/s to pay a sum of **Rs** exclusive of applicable taxes such as GST, duties, levies, fees, legal fees, deposits, infrastructure tax ,electricity charges etc., specified in clause VI a, b, and c, hereinafter written and as per the mode of payment specified in SCHEDULE No. IV to be in line with the progress of construction provided therein.

- (b) An amount of percent of the total consideration of the apartment will be kept as an Earnest Money Deposit (EMD) Component.
- (c) Time is essence for the BUILDER/SELLER/PROMOTER as well as the PURCHASER/S/ALLOTEE/S. The BUILDER/SELLER/PROMOTER shall abide by the time schedule for completing the project and handing over the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S and the common areas to the association of the PURCHASER/S/ALLOTEE/S after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the allottees having paid all the consideration and other sums due and payable to the BUILDER/SELLER/PROMOTER as per the Agreement. Similarly, the PURCHASER/S/ALLOTEE/S shall make timely payments of the installment and other dues payable by him/ /her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the BUILDER/SELLER/PROMOTER as provided in the Payment Schedule.
- (d) **The BUILDER/SELLER/ PROMOTER** declares that the Floor Area Ratio (F.A.R) available as on date in respect of the SAID PLOT is ----- and the BUILDER/SELLER/ PROMOTER has currently planned to utilize and has disclosed F.A.R of ----- as proposed to be utilized by him and PURCHASER/S ALLOTEE/S have agreed to purchase the SAID APARTMENT based on the proposed construction and sale of apartments to be carried out by the **BUILDER/SELLER/ PROMOTER** by utilizing the proposed FSI and on the understanding that the declared

proposed FSI shall belong to **BUILDER/SELLER/ PROMOTER** only.

- (e) The PURCHASER/S/ALLOTEE/S agrees to pay to the **BUILDER/SELLER/PROMOTER** interest as specified in the applicable RERA rules, on all the delayed payment which become due and payable by the PURCHASER/S/ALLOTEE/S to the BUILDER/SELLER/PROMOTER under the terms of this Agreement from the date the said amount is payable by the PURCHASER/S/ALLOTEE/S to the BUILDER/SELLER/PROMOTER. Without prejudice to the right of BUILDER/SELLER/PROMOTER to charge interest on the delayed payment on the PURCHASER/S/ALLOTEE/S committing default in payment on due date of any amount due and payable by the PURCHASER/S/ALLOTEE/S to the **BUILDER/SELLER/PROMOTER** under this Agreement (including his/her proportionate share of taxes and other outgoings) and on the PURCHASER/S/ALLOTEE/S committing three defaults in payment of any of the installments in SCHEDULE No. IV on their respective due dates, time being the essence of this Agreement, and/or in observing and performing any of the terms and conditions of this Agreement, the **BUILDER/SELLER/PROMOTER** shall without prejudice to the other rights reserved, be at liberty to terminate this Agreement. Provided the **BUILDER/SELLER/PROMOTER** shall give a prior written notice of fifteen days by Registered Post AD at the address provided by the PURCHASER/S/ALLOTEE/S or mail at the e-mail address provided by the PURCHASER/S/ALLOTEE/S of his/her/their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the PURCHASER/S/ALLOTEE/S fails to rectify the breach or breaches mentioned by the PURCHASER/S/ALLOTEE/S within

the period of notice then at the end of such notice period, BUILDER/SELLER/PROMOTER shall be entitled to terminate this Agreement.

The BUILDER/SELLER/PROMOTER shall, however, on such termination, refund to the PURCHASER/S/ALLOTEE/S (subject to adjustment and recovery of any agreed amount such as EMD component of **Rs...../-** but without any further amount by way of interest or otherwise) within a period of 60 days, amounts which may have till then been paid by the PURCHASER/S/ALLOTEE/S to the BUILDER/SELLER/PROMOTER and the BUILDER/SELLER/PROMOTER shall not be liable to pay to the PURCHASER/S/ALLOTEE/S any interest on the amount so refunded.

- (f) On the BUILDER/SELLER/PROMOTER terminating this Agreement under this clause, the BUILDER/SELLER/PROMOTER shall be at liberty to allot, sell and dispose of the SAID APARTMENT to any other person/s of its choice as the BUILDER/SELLER/PROMOTER deem fit, and for such consideration as the BUILDER/SELLER/PROMOTER may determine and the PURCHASER/S/ALLOTEE/S shall not be entitled to question this act of the BUILDER/SELLER/PROMOTER or to claim any amount from the BUILDER/SELLER/PROMOTER by way of compensation or otherwise.
- (g) The **BUILDER/SELLER/PROMOTER** shall have control over the SAID APARTMENT being the owner thereof till such time the payment of the entire amount which the PURCHASER/S/ALLOTEE/S is/are or may be found liable to

pay to the **BUILDER/SELLER/PROMOTER** under the terms and conditions of this Agreement is realized.

- (h) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or its equivalent or price range (if unbranded) to be provided by the BUILDER/SELLER/PROMOTER in the SAID BUILDING and the SAID APARTMENT as are set out in Annexure annexed hereto.

III. DELIVERY, USE AND MAINTENANCE OF THE SAID APARTMENT:

- (a) The BUILDER/SELLER/PROMOTER hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the SAID APARTMENT. The BUILDER/SELLER/PROMOTER shall give possession of the SAID APARTMENT for use and occupation to the PURCHASER/S/ALLOTEE/S on or before _____ day of _____ 20__ PROVIDED

- i) full consideration and all the amounts due and payable by the PURCHASER/S/ALLOTEE/S under this Agreement have been paid by the PURCHASER/S/ALLOTEE/S to the BUILDER/SELLER/PROMOTER promptly and

- ii) The PURCHASER/S/ALLOTEE/S signs and executes all applications and documents required for the formation of the SOCIETY/ENTITY/GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY as may be decided by the BUILDER/SELLER/PROMOTER in his capacity as a CHIEF PROMOTER as envisaged hereinafter under this Agreement.
- (b) The BUILDER/SELLER/PROMOTER shall upon receipt of the requisite Occupancy Certificate and payment made by the PURCHASER/S/ALLOTEE/S as per the Agreement by a notice in writing intimate the PURCHASER/S/ALLOTEE/S, to take delivery and possession of the SAID APARTMENT within 30 days from the date of receipt of such notice and the BUILDER/SELLER/PROMOTER shall give possession of the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S failing which the PURCHASER/S/ALLOTEE/S shall be deemed to have taken possession and delivery of the SAID APARTMENT. The BUILDER/SELLER/PROMOTER agrees and undertakes to indemnify the PURCHASER/S/ALLOTEE/S in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the BUILDER/SELLER/PROMOTER .
- c) Upon receiving a written intimation from the BUILDER/SELLER/PROMOTER the PURCHASER/S/ALLOTEE/S shall take possession of the SAID APARTMENT from the BUILDER/SELLER/PROMOTER by paying all amounts, executing necessary indemnities, undertakings and such other documentation as specified as per the Agreement within 30 days of the written notice/intimation from the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/ intimating that the SAID APARTMENT is ready for use and occupancy and the

BUILDER/SELLER/PROMOTER shall give possession of the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S.

The PURCHASER/S/ALLOTEE/S agrees to pay the maintenance charges as determined by the BUILDER/SELLER/PROMOTER or the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY as the case may be.

In case the PURCHASER/S/ALLOTEE/S fails to take possession within 30 days of the written notice/intimation from the BUILDER/SELLER/PROMOTER, then the PURCHASER/S/ALLOTEE/S shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project **"MAHALAXMI'S PUTU MANIK APARTMENTS"** and the building constructed thereon.

The responsibility / liability for maintenance of the SAID APARTMENT in the project **"MAHALAXMI'S PUTU MANIK APARTMENTS"** shall be of the respective purchasers and also the maintenance cost proportionate to the extent of the carpet area of the Apartments towards the common amenities provided in **"MAHALAXMI'S PUTU MANIK APARTMENTS"** shall solely be that of the respective Purchaser/s.

- d) The BUILDER/SELLER/PROMOTER upon giving the intimation as stated above, shall be deemed to have completed the SAID APARTMENT in accordance with the Agreement in all aspect and shall not be responsible in any manner whatsoever, if the

PURCHASER/S/ALLOTEE/S delay/s taking delivery of the SAID APARTMENT.

- e) The BUILDER/SELLER/PROMOTER shall not incur any liability if they are unable to deliver possession of the SAID APARTMENT by the date stipulated in Clause No.III (a) hereinabove if the completion is delayed for reason of war, civil commotion or any act of God or if non- delivery of possession arising out of or as a result of any notice, order, rule or notification/ approval of the Government, agitation or any other Public or Competent Authority, and Court or for any other reason beyond the control of BUILDER/SELLER/PROMOTER and in any of the aforesaid events the BUILDER/SELLER/PROMOTER shall be entitled to an extension of time corresponding to the extent of the length of such event for delivery of possession of the SAID APARTMENT.
- f) If the BUILDER/SELLER/PROMOTER fails to abide by the time schedule for completing the project and handing over the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S, the BUILDER/SELLER/PROMOTER agrees to pay to the PURCHASER/S/ALLOTEE/S, who does not intend to withdraw from the project, interest as specified in the RERA rules on all the amounts paid by the PURCHASER/S/ALLOTEE/S, for every month of delay, till the handing over of the possession.
- g) If for reasons other than those in clause No. III (e) above, the BUILDER/SELLER/PROMOTER is unable to or fails or neglects to give possession of the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S within the date specified in Clause No.III (a) above, or within any further date or dates agreed to by and between the parties hereto, then and in such case, the

PURCHASER/S/ALLOTEE/S shall be entitled to give notice to the BUILDER/SELLER/PROMOTER terminating the Agreement, in which event, the BUILDER/SELLER/PROMOTER shall on demand refund to the PURCHASER/S/ALLOTEE/S the amounts already received by him/her/them in respect of the SAID APARTMENT with interest as specified in the RERA rules from the date of receipt of each amount till repayment.

- h) The BUILDER/SELLER/PROMOTER shall also pay to the PURCHASER/S/ALLOTEE/S by way of liquidated damages in respect of such termination an amount of Rs.25,000/- as a full and final claim. Neither party shall have any other claim/s or reliefs including the claims on the basis of mental agony or otherwise against the other in respect of the non- delivery of the SAID APARTMENT or arising out of this Agreement and the BUILDER/SELLER/PROMOTER shall be at liberty to allot, sell and dispose off the SAID APARTMENT to any other person/s for such consideration and upon such terms and conditions as the BUILDER/SELLER/PROMOTER may deem fit.
- (i) The PURCHASER/S/ALLOTEE/S shall use the SAID APARTMENT or any part thereof for the purpose of residence or for any purpose which is permissible as per the prevailing laws. The PURCHASER/S/ALLOTEE/S shall not carry out any acts or activities which are obnoxious, anti-social, illegal or prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the other Apartment Purchaser/s in the said Project **“MAHALAXMI'S PUTU MANIK APARTMENTS”**. In case the PURCHASER/S/ALLOTEE/S desires to let out the SAID APARTMENT on rent/lease, than in such event the PURCHASER/S/ALLOTEE/S shall fulfill all requirements as per law in force as applicable for leasing out premises including

obtaining permission from the Police Department. The PURCHASER/S/ALLOTEE/S shall indemnify the BUILDER/SELLER/PROMOTER of any consequences arising out of such event. The number of people accommodated shall not exceed the norms specified by the authorities. The said tenant shall behave in such manner which is not obnoxious, anti-social, illegal or prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the other Apartment Purchaser/s in the said Project **"MAHALAXMI'S PUTU MANIK APARTMENTS"**..

- (j) The PURCHASER/S/ALLOTEE/S shall not let, sub-let, sell, transfer, assign or part with their interest or benefit factor of this Agreement or part with possession of the SAID APARTMENT or parking area/slot until all the dues payable by them to the BUILDER/SELLER/PROMOTER under this Agreement are fully paid up and that too only if the PURCHASER/S/ALLOTEE/S have not been guilty of breach or non-observance of any of the terms and/ or conditions of this Agreement and until they obtain/s the previous consent in writing of the BUILDER/SELLER/PROMOTER.

IV. DEFECTS/ DEFICIENCY - EXTENT OF COVERAGE:

- (a) If within a period of five years from the date of handing over the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S, the PURCHASER/S/ALLOTEE/S brings to the notice of the **BUILDER/SELLER/PROMOTER** any structural defect in the SAID APARTMENT or the SAID BUILDING in which the SAID APARTMENT is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the **BUILDER/SELLER/PROMOTER** at his own cost and in case it is not possible to rectify such defects, then the PURCHASER/S/ALLOTEE/S shall be entitled to receive from the

BUILDER/SELLER/PROMOTER, compensation for such defect in the manner as provided under the Act. In case the PURCHASER/S/ALLOTEE/S carry out any work within the SAID APARTMENT after taking possession resulting in cracks and dampness or any other defect within or to the adjoining Apartment/s then in such an event the **BUILDER/SELLER/PROMOTER** shall not be liable to rectify or pay compensation but the **BUILDER/SELLER/PROMOTER** may offer services to rectify such defects with nominal charges.

Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits etc cannot be considered as defective work.

- (b) The **BUILDER/SELLER/PROMOTER** shall not be responsible for absorption of certain colour pigments resulting in stains by vitrified tiles and consequently the PURCHASER/S/ALLOTEE/S are advised to avoid spillage of colour pigment, turmeric, Vermillion Powder etc on tiles.
- (c) It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the SAID APARTMENT shall equally be applicable to and enforceable against any subsequent Allottee/s. In case of a transfer, as the said obligation go along with SAID APARTMENT for all intents and purposes.
- (d) The PURCHASER/S/ALLOTEE/S himself/themselves with intention to bring all persons into whosoever hands the Apartment

may come, hereby covenants with the BUILDER/SELLER/PROMOTER as follows :

- i) The PURCHASER/S/ALLOTEE/S shall from the date of possession maintain the SAID APARTMENT, the walls, partitions walls, sewers, drains, pipes and appurtenances thereto, at their cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the SAID APARTMENT or to the SAID BUILDING in which the SAID APARTMENT is situated and/or common passages, or the compound which may be against the conditions or rules or bye-laws of the Municipal Council or any other Authority or change/alter or make addition in or to the building in which the SAID APARTMENT is situated and the SAID APARTMENT itself or any part thereof without the consent of the local authorities, if required and shall attend to and answer and will be responsible for all actions and violation of any such conditions or rules or bye-laws.
- ii) Not to store in the SAID APARTMENT any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the SAID BUILDING in which the SAID APARTMENT is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the SAID BUILDING in which the SAID APARTMENT is situated, including entrances of the SAID BUILDING in which the SAID APARTMENT is situated and in case any damage is caused to the SAID BUILDING in which the SAID APARTMENT is situated or the SAID APARTMENT on account of negligence or default of the PURCHASER/S/ALLOTEE/S in this behalf, the PURCHASER/S/ALLOTEE/S shall be liable for the consequences of the breach.

- (iii) To carry out at his own cost all internal repairs to the SAID APARTMENT and maintain the SAID APARTMENT in the same condition, state and order in which it was delivered by the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S and shall not do or suffer to be done anything in or to the SAID BUILDING in which the SAID APARTMENT is situated or the SAID APARTMENT which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the PURCHASER/S/ALLOTEE/S committing any act in contravention of the above provision, the PURCHASER/S/ALLOTEE/S shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv) Not to demolish or cause to be demolished the SAID APARTMENT or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the SAID APARTMENT or any part thereof, nor any alteration in the elevation and outside colour scheme of the SAID BUILDING in which the SAID APARTMENT is situated and shall keep the portion, sewers, drains and pipes in the SAID APARTMENT and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the SAID BUILDING in which the SAID APARTMENT is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the SAID APARTMENT without the prior written permission of the BUILDER/SELLER/PROMOTER and/or the Society or the Association.

- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project and the SAID BUILDING in which the SAID APARTMENT is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the SAID APARTMENT in the compound or any portion of the project land and the building in which the SAID APARTMENT is situated
- vii) The PURCHASER/S/ALLOTEE/S shall permit the BUILDER/SELLER/PROMOTER and their surveyors and agents, with or without workmen and other persons at all reasonable times to enter into and upon the SAID APARTMENT or any part thereof at all reasonable times to view and examine the state and conditions thereof and the PURCHASER/S/ALLOTEE/S shall consent, within three days of the BUILDER/SELLER/PROMOTER giving a notice in writing to the PURCHASER/S/ALLOTEE/S, to that effect, to attend to all defects, decay and requirements of repair, and also for the purpose of repairing any part of the building and for the purpose of making repairs, maintaining, re-building, cleaning, lighting and keeping in order and conditions all the services, drains, pipes, cables, water courses, gutters, wires, partition walls or structure or other conveniences belonging to or serving or used for the SAID BUILDING, and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric and communication wires and cable and for similar other purposes and for all other purposes contemplated by and under this Agreement.
- viii) The PURCHASER/S/ALLOTEE/S shall observe and perform all the Rules and Regulations which the Society or the Limited

Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules , Regulations and Bye-laws for the time being of the concerned local authority and of Government and other Public Bodies. The PURCHASER/S/ALLOTEE/S shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the Occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes , expenses or other out-goings in accordance with the terms of this Agreement .

V. ALLOTMENT OF CAR PARKING AREA/SLOT:

- a) The PURCHASER/S/ALLOTEE/S along with the SAID APARTMENT has been allotted the covered Car Park denoted under No..... as shown on the plan annexed to this Agreement.
- b) During the subsequent sale of the SAID APARTMENT by the PURCHASER/S/ALLOTEE/S the same shall be along with the car park so far in relation to the subsequent Purchaser/s of this SAID APARTMENT wherein the BUILDER/SELLER/PROMOTER is going to be a Confirming Party alongwith the SOCIETY/ ENTITY/ GENERAL SOCIETY.
- (c) The PURCHASER/S/ALLOTEE/S to whom the stilted car parking area/slot is provided by the BUILDER/SELLER/PROMOTER agrees and undertakes not to sub-let or alienate or create any kind of interest, to any other person of the covered Car Parking slot

independently of the SAID APARTMENT owned by the PURCHASER/S/ALLOTEE/S. The PURCHASER/S/ALLOTEE/S agree/s and undertakes not to enclose or put any barricades in any manner in respect of the covered car parking area/ slot as stated hereinabove. Any damage to the structure or supporting columns of the covered car parking area/slot while parking the car, if caused, shall be rectified at his own cost by the PURCHASER/S/ALLOTEE/S to the satisfaction of the BUILDER/SELLER/PROMOTER

VI. TAXES AND OUTGOINGS:

- (a) All applicable taxes, development/betterment charges such as infrastructure tax or electricity charges including, G.S.T. shall be payable by the PURCHASER/S/ALLOTEE/S. G.S.T. levied shall be payable by the PURCHASER/S/ALLOTEE/S as per the stipulated percentage of the sale consideration as applicable

From the date of taking over possession of the SAID APARTMENT the PURCHASER/S/ALLOTEE/S shall be liable to pay the house tax and all other taxes, charges, assessments, levies etc by whatever name called. The BUILDER/SELLER/PROMOTER shall not be responsible for any default in payment of such taxes thereafter.

- b) Within 30 days after notice in writing is given by the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S that the SAID APARTMENT is ready for use and occupancy, the PURCHASER/S/ALLOTEE/S shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the SAID APARTMENT) of outgoings such as local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks,

caretaker, sweepers and all other expenses necessary and incidental to the management and maintenance of the project **"MAHALAXMI'S PUTU MANIK APARTMENTS"**.

VII. VARIATION IN PLANS:

- (a) The BUILDER/SELLER/PROMOTER shall have to obtain prior consent in writing of the PURCHASER/S/ALLOTEE/S in respect of variations or modifications which may adversely affect the SAID APARTMENT of the PURCHASER/S/ALLOTEE/S except any alteration or addition required by any Government authorities or due to change in law.
- (b) Under no circumstances the PURCHASER/S/ALLOTEE/S shall be permitted to make any structural changes or any other change in the SAID APARTMENT nor any such request shall be entertained from the PURCHASER/S/ALLOTEE. In the event the PURCHASER/S/ALLOTEE/S desire/s to make any changes or additions within the SAID APARTMENT to the Standard Specifications detailed in SCHEDULE No.V hereafter written, subject to the overall approval of the authorities concerned, than in such an event the BUILDER/SELLER/PROMOTER shall not be responsible for the functional effectiveness and efficacy of the extra item of work.

VIII. FORMATION OF ENTITY:

- a) The BUILDER/SELLER/PROMOTER shall form an ASSOCIATION/ ENTITY within 3 months from the date on which at least 51 per cent of the total number of allottees in the project **"MAHALAXMI'S PUTU MANIK APARTMENTS"** have booked their Apartment. Upon realization by the BUILDER/SELLER/PROMOTER of the full payment of the

amounts due and payable to them by all the Purchasers of all the Apartments and shops in the SAID PLOT, the BUILDER/SELLER/PROMOTER shall facilitate the PURCHASER/S/ALLOTEE/S along with other allottee(s) in his capacity as CHIEF PROMOTER (being Owner / Promoter of the SAID PLOT) in forming and registering SOCIETY/ENTITY/GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY and the PURCHASER/S/ALLOTEE/S along with the other Allottee/s of Apartments shall join in forming and registering the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY to be known by such name as the BUILDER/SELLER/PROMOTER may decide for owning and/or maintaining the SAID PLOT and in getting conveyed the "SAID PLOT" in the name of the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY within 3 months of obtaining Occupancy Certificate for the project **"MAHALAXMI'S PUTU MANIK APARTMENTS"** or alternatively in the event the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY is not formed, agree to get conveyed the undivided impartible and proportionate share in the SAID PLOT corresponding to the extent of the holdings of the respective Apartment proportionate to the carpet up area in the names of all the Purchasers and further assist in the formation of GENERAL SOCIETY for the purpose of maintenance/ upkeep of the Buildings and Complex in the SAID PLOT and for this purpose the PURCHASER/S/ALLOTEE/S shall from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the BUILDER/SELLER/PROMOTER within seven days of the same being forwarded by the

BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S, so as to enable the BUILDER/SELLER/PROMOTER to register the common organization of the Allottees. No objection shall be given by the PURCHASER/S/ALLOTEE/S, if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

b) The PURCHASER/S/ALLOTEE/S at the time of taking over of the possession of the SAID APARTMENT shall deposit with the BUILDER/SELLER/PROMOTER the amount corresponding to the Stamp duty and Registration charges as applicable for the execution of the Deed of Sale to be executed in favour of the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY at the time of the handing over of the possession of the SAID APARTMENT as also towards Drafting and finalization of the Deed of Sale and towards legal expenses and Advocates fees to enable the BUILDER/SELLER/PROMOTER to finalize the Deed of Sale as and when deemed fit. It is however clearly understood that in case of there being any difference in the Stamp duty and registration charges, the difference in the same shall be payable/refundable to the PURCHASER/S/ALLOTEE/S.

(c) The PURCHASER/S/ALLOTEE/S and the person/s to whom the SAID APARTMENT is /are let, sub-let, transferred, assigned or given in possession of, shall be governed by and shall observe and comply with all the bye-laws, rules and regulations that may be laid down by the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY as may be applicable from time to time (as and when formed).

- (d) The PURCHASER/S/ALLOTEE/S shall be bound, from time to time to sign all papers and documents and to do all acts, deeds and things as may be necessary from time to time, for safeguarding the interest of the BUILDER/SELLER/PROMOTER and of the other Apartment purchasers in **“MAHALAXMI'S PUTU MANIK APARTMENTS”** Project.
- e) In the event a SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY is formed and/or registered well before the completion of the project **“MAHALAXMI'S PUTU MANIK APARTMENTS”**, the SOCIETY /ENTITY/ GENERAL SOCIETY and the ALLOTEE/S together with other Apartment purchasers shall be subject to the overall authority and control of the BUILDER/SELLER/PROMOTER in respect of any matter concerning the SAID PLOT or the SAID APARTMENT or the said project **“MAHALAXMI'S PUTU MANIK APARTMENTS”** or this Agreement.
- f) The BUILDER/SELLER/PROMOTER shall be in absolute control of unsold Apartments in **“MAHALAXMI'S PUTU MANIK APARTMENTS”** Project.
- g) All papers pertaining to the admission to the SOCIETY/ ENTITY/ GENERAL SOCIETY and the rules and regulations thereof as also all the necessary Deed / Deeds of Conveyance including the subsequent sale if any, till such time the admission is taken to the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY shall be prepared by the Advocate of the BUILDER/SELLER/PROMOTER.

- h) The PURCHASER/S/ALLOTEE/S shall pay to the BUILDER/SELLER/PROMOTER their proportionate share for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at Law/Advocates of the BUILDER/SELLER/PROMOTER in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and by-laws.

IX. UPKEEP OF COMMON AMENITIES AND EXPENDITURE RELATING THERETO

- (a) It is clearly agreed and understood that the responsibility / liability with respect to the common amenities of **"MAHALAXMI'S PUTU MANIK APARTMENTS"** is exclusively that of the Purchaser/s (including the PURCHASER/S/ALLOTEE/S herein) of various premises in **"MAHALAXMI'S PUTU MANIK APARTMENTS"** and or the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY.
- (b) The PURCHASER/S/ALLOTEE/S of Apartment shall deposit with the BUILDER/SELLER/PROMOTER as under;
- ii) **Rs.-----/-** as initial maintenance deposit
- iii) **Rs.-----/-** as membership of the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY
- c) The PURCHASER/S/ALLOTEE/S agree/s and bind/s himself/ themselves to contribute to the BUILDER/SELLER/PROMOTER such amount as may be decided by the BUILDER/SELLER/PROMOTER till the formation of the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY and furthermore to the SOCIETY/ENTITY/ GENERAL

SOCIETY/ASSOCIATION/LIMITED COMPANY such amount as may be decided by the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY after its formation as the case may be for the upkeep / governance and proper maintenance of the "SAID PLOT" and the building including the maintenance of common lights, water charges, watchman's remuneration, maintenance of open spaces garden, Roof top Swimming Pool, Club House, lift etc irrespective of the use of these value additions by the owners of the Apartments. The obligation to pay shall start within 30 days after notice in writing is given by the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S that the SAID APARTMENT is ready for use and occupancy. The BUILDER/SELLER/PROMOTER or the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY as the case may be, depending upon the circumstances, shall be empowered to delete from or add any item for better governance of the SAID PLOT as they may deem fit and proper depending upon the exigencies of the situation from time to time.

- (d) Provided, further, the PURCHASER/S/ALLOTEE/S within 30 days after notice in writing is given by the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S that the SAID APARTMENT is ready for use and occupancy shall be required to pay to the BUILDER/SELLER/PROMOTER maintenance charges of **Rs**/- (**Rupees** **Only**) per quarter, due and payable in advance by the 5th of every quarter, along with the GST charges levied by the competent authorities being the obligatory maintenance, charges and expenses of the PURCHASER/S/ALLOTEE/S share towards expenses incurred or and to be incurred in terms of Clause IX(c) referred hereinabove. At the time of handing over of the possession of the SAID

APARTMENT maintenance charges pertaining to one quarter will be collected in advance.

The BUILDER/SELLER/PROMOTER shall operate a separate account in respect of the maintenance aspects till such time the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY is formed and shall utilize the amounts only for the purpose for which they have been received and the BUILDER/SELLER/PROMOTER shall handover the balance amount with him maintained in a separate Account after deductions, after the formation of the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY.

X. DISCLAIMER:

(a) It is hereby declared by both the Parties herein that after the formation of the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY, the PURCHASER/S/ALLOTEE/S and/or the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY shall alone be liable to pay all the maintenance expenses, charges, dues, taxes, levies, statutory or otherwise, by whatever name called. The BUILDER/SELLER/PROMOTER shall not be responsible for any default in payment of such payments thereafter, vicariously or otherwise.

(b) It is clearly agreed and understood by the PURCHASER/S/ALLOTEE/S that the BUILDER/SELLER/PROMOTER's responsibility during the above period till such time the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY is formed shall only be to the extent of payment of the above expenses only and the BUILDER/SELLER/PROMOTER shall not be held responsible

for any accidents or thefts occurring within the precincts of the project **"MAHALAXMI'S PUTU MANIK APARTMENTS"**.

XI. INCREASE IN MAINTENANCE DEPOSIT/CHARGES ETC.

If the BUILDER/SELLER/PROMOTER till such time the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY is formed and the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY after its formation, is of the opinion that the amount fixed hereinabove will not be sufficient for proper governance and upkeep of the project **"MAHALAXMI'S PUTU MANIK APARTMENTS"**, then in such a situation the BUILDER/SELLER/PROMOTER and/or the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY (as the case may be) shall have the power to increase the maintenance deposit/charges with prior intimation to the PURCHASER/S/ALLOTEE/S and the PURCHASER/S/ALLOTEE/S shall pay the same within 15 days from the date of such intimation and the obligatory maintenance charges thereafter as per the revised rate and the decision of the BUILDER/SELLER/PROMOTER and/or SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY in this regard as the case may be shall be final, conclusive and binding on the PURCHASER/S/ALLOTEE/S herein and all the purchasers of Apartments. Failure to pay to the BUILDER/SELLER/PROMOTER and or the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY (as the case may be) maintenance charges/deposit as stipulated herein above, shall attract payment of simple interest of 12% (Twelve percent) per annum on the amount due and payable effective from the respective dates till it is paid or realized. It is not obligatory for the BUILDER/SELLER/PROMOTER or SOCIETY/ENTITY/

GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY to demand the same in writing, although a notice may be sent to remind the PURCHASER/S/ALLOTEE/S only as a matter of courtesy.

XII. ROOF TOP SWIMMING POOL/CLUB HOUSE/SOCIETY OFFICE:

- (a) The BUILDER/SELLER/PROMOTER shall construct a ROOF TOP SWIMMING POOL and shall also construct a CLUB HOUSE on the ----- floor in the project "MAHALAXMI'S PUTU MANIK APARTMENTS". The said ROOF TOP SWIMMING POOL and CLUB HOUSE shall ultimately be transferred to the SOCIETY/ENTITY/GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY for the beneficial use of all the Apartment purchasers. The CLUB HOUSE shall comprise of Indoor games section (table tennis, carom and chess only). The PURCHASER/S/ALLOTEE/S shall be entitled to use the Roof Top Swimming pool and Club House provided by the BUILDER/SELLER/PROMOTER, and such use shall be at the sole responsibility and risk of the PURCHASER/S/ALLOTEE/S or PURCHASER/S/ALLOTEE/S's family members and they shall abide by the rules and regulations framed by the BUILDER/SELLER/PROMOTER or the SOCIETY/ENTITY/GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY for this purpose from time to time.
- b) All the purchasers of the Apartment including the PURCHASER/S/ALLOTEE/S of the SAID APARTMENT are entitled for the use of the said ROOF TOP SWIMMING POOL and CLUB HOUSE located in the said building. The use of ROOF TOP SWIMMING POOL and CLUB HOUSE (facilities) will be restricted only to the PURCHASER/S/ALLOTEE/S of the SAID APARTMENT and his/her family members.

The PURCHASER/S/ALLOTEE/S undertakes to follow all the safety measures and practices while using the Swimming Pool and shall be fully responsible for his/her safety or for any unforeseen mishaps while using the Swimming pool and the BUILDER/SELLER/PROMOTER will in no way be responsible or liable for any mishaps occurring to the PURCHASER/S/ALLOTEE/S and his/her/family members while using the Swimming Pool.

Further, the PURCHASER/S/ALLOTEE/S undertakes to fully abide by the rules and regulations and other guidelines for the usage of the swimming pool such as pool timings, usage of proper swimming costumes, not to run, jump, and play in and around the pool area, not to consume food and beverages or alcohol while in or near the swimming pool, not to undertake diving, not to take pets near the swimming pool area, and to take adequate care and precaution of his/her/their children below the age of 12 years and to ensure that the children would be accompanied either by him/her/them or an adult member of the family while swimming.

XIII. GENERAL:

- (a) The PURCHASER/S/ALLOTEE/S hereby confirm having taken inspection, to his/their full satisfaction, of the requisite documents of title to the SAID PLOT and of the plans/ approvals/ license relating to the SAID PLOT or SAID APARTMENT or the project **"MAHALAXMI'S PUTU MANIK APARTMENTS"**.

IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN the parties hereto that, in respect of those Apartments located

on the Sixth floor namely Apartments No 602, 603, 604 and 605 with horizontal flat roof the purchaser/s/allottee/s of such Apartment have the right to exclusively possess use and enjoy the open terrace space adjoining /above their respective Apartment/s to the extent of the carpet area of the Apartment and the exclusive carpet area of balcony/verandah/ passage of the said Apartment.

However, no construction is permitted nor any roof garden is allowed to be put - up in order to ensure the safety and to prevent probable damages (leakages etc) to the Slab beneath the open terrace. However the Apartments may be covered by any soft roofing.

No other Apartment Allotees in the project "MAHALAXMI'S PUTU MANIK APARTMENTS" shall be entitled to have any access whatsoever to the terraces mentioned above i.e namely Apartments No 602, 603, 604 and 605.

- (b) The BUILDER/SELLER/PROMOTER shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the SAID PLOT and/or in the "**MAHALAXMI'S PUTU MANIK APARTMENTS**", provided it does not in any way affect or prejudice the right of the PURCHASER/S/ALLOTEE/S in respect of the SAID APARTMENT.
- (c) The PURCHASER/S/ALLOTEE/S shall be bound to sign all the papers and documents and do all the things and matters as the BUILDER/SELLER/PROMOTER may require from them from time to time in this behalf for safeguarding, interalia, the

interest of the BUILDER/SELLER/PROMOTER and the PURCHASER /S/ALLOTEE/S as well.

d) That all notices to be served on the PURCHASER/S/ALLOTEE/S and the BUILDER/SELLER/PROMOTER as contemplated by this Agreement shall be deemed to have been duly served if sent to the PURCHASER/S/ALLOTEE/S or the BUILDER/SELLER/PROMOTER by Registered Post A.D. or notified Email ID/Under Certificate of Posting/ Courier service agency at their respective addresses specified below:

.....
.....

It shall be the duty of the PURCHASER/S/ALLOTEE/S and the BUILDER/SELLER/PROMOTER to inform each other of any change in address subsequent of the execution of this Agreement and the parties shall from time to time notify any change in his/her/their address. Any letters, reminders, notices, documents, papers etc sent at the aforesaid notified address or at the changed address by hand delivery or Registered A.D. or Under Certificate of Posting or through a courier service agency, or email shall be deemed to have been lawfully served to the PURCHASER/S/ALLOTEE/S and the BUILDER/SELLER/PROMOTER as the case may be.

(e) The PURCHASER/S/ALLOTEE/S hereby give/s his/their express consent to the BUILDER/SELLER/PROMOTER to raise any loans against the SAID PLOT and/or the project **“MAHALAXMI’S PUTU MANIK APARTMENTS”**, and to charge/mortgage the same with any Bank or Banks or any other Party. This consent is however on the express

understanding that the BUILDER/SELLER/PROMOTER shall ensure to have any such charge/mortgage on the SAID APARTMENT completely vacated before the SAID APARTMENT is handed over to the PURCHASER/S/ALLOTEE/S for delivery and possession under this Agreement.

- (f) In the event the PURCHASER/S/ALLOTEE/S chooses to transfer his SAID APARTMENT to any Third Party, in the intervening period till such time the possession of the SAID APARTMENT is handed over to the PURCHASER/S/ALLOTEE/S, the BUILDER/SELLER/PROMOTER shall be entitled to receive from the PURCHASER/S/ALLOTEE/S, 10% of the sale consideration of this Transfer (Agreement) as "Transfer charges" and in addition the PURCHASER/S/ALLOTEE/S shall pay a sum of Rs.7,500/- (Rupees Seven thousand five hundred only) per transaction as transaction fee to meet the Professional charges of the Advocate. Further, the BUILDER/SELLER/PROMOTER shall be a CONFIRMING PARTY in the subsequent agreement of transfer.
- g) In case of transfer of premises by the PURCHASER/S/ALLOTEE/S to the Third Party, the PURCHASER/S/ALLOTEE/S undertakes to introduce the prospective buyer to the BUILDER/SELLER/PROMOTER and undertake to obtain consent of the BUILDER/SELLER/PROMOTER for the said transfer.
- h) The word PURCHASER/S/ALLOTEE/S shall mean and include its plural form in case of there being more than one PURCHASER/S/ALLOTEE/S and shall also mean either of the genders i.e either in the masculine form or in the feminine form, or the firm/Company/Association/HUF depending upon the

names of the PURCHASER/S/ALLOTEE/S as mentioned in the Agreement.

- i) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the SAID APARTMENT or of the SAID PLOT or the SAID BUILDING or any part thereof. The PURCHASER/S/ALLOTEE/S shall have no claim save and except in respect of the SAID APARTMENT hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the BUILDER/SELLER/PROMOTER until the SAID PLOT and the structure of the building is transferred to the SOCIETY/ENTITY/
GENERAL
SOCIETY/ASSOCIATION/LIMITED.
- (j) After the BUILDER/SELLER/PROMOTER executes this Agreement he shall not mortgage or create a charge on the SAID APARTMENT and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the PURCHASER/S/ALLOTEE/S who has taken or agreed to take the SAID APARTMENT
- (k) Entire Agreement:- This Agreement along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the SAID APARTMENT/SAID PLOT/SAID BUILDING, as the case may be.
- (l) Right to amend:— This Agreement may only be amended

through written consent of the Parties.

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

(n) Method of calculation of proportionate share wherever referred to in the agreement.— Wherever in this Agreement it is stipulated that the PURCHASER/S/ALLOTEE/S has to make any payment, in common with other Allottee(s) in Project **“MAHALAXMI’S PUTU MANIK APARTMENTS”**, the same shall be in proportion to the carpet area of the SAID APARTMENT to the total carpet area of all the Apartments in the Project **“MAHALAXMI’S PUTU MANIK APARTMENTS”**.

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

(p) Place of execution.— The execution of this Agreement shall be complete only upon its execution by the BUILDER/SELLER/PROMOTER through its authorized signatory at the BUILDER/SELLER/PROMOTER's office, or at some other place, which may be mutually agreed between the BUILDER/SELLER/PROMOTER and the PURCHASER/S/ALLOTEE/S, after the Agreement is duly executed by the PURCHASER/S/ALLOTEE/S and the BUILDER/SELLER/PROMOTER or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at **Ponda-Goa**.

(q) The PURCHASER/S/ALLOTEE/S and/or BUILDER/SELLER/PROMOTER shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the BUILDER/SELLER/PROMOTER will attend such office and admit execution thereof.

(r) Joint allottees.— That in case there are Joint Allottees all communications shall be sent by the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

(s) Stamp Duty and Registration.— The charges towards stamp duty and Registration of this Agreement shall be borne by the PURCHASER/S/ALLOTEE/S.

**XIV REPRESENTATIONS AND WARRANTIES OF THE
BUILDER/SELLER/PROMOTER**

The BUILDER/SELLER/PROMOTER hereby represents and warrants to the PURCHASER/S/ALLOTEE/S as follows:—

- (i) The BUILDER/SELLER/PROMOTER has clear and marketable title with respect to the SAID PLOT as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the SAID PLOT and also has actual, physical and legal possession of the SAID PLOT for the implementation of the Project **“MAHALAXMI’S PUTU MANIK APARTMENTS”**;
- (ii) The BUILDER/SELLER/PROMOTER has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project **“MAHALAXMI’S PUTU MANIK APARTMENTS”**, and shall obtain requisite approvals from time to time to complete the development of the project **“MAHALAXMI’S PUTU MANIK APARTMENTS”**;
- (iii) There are no encumbrances upon the SAID PLOT or the project **“MAHALAXMI’S PUTU MANIK APARTMENTS”**;
- (iv) There are no litigations pending before any Court of law with respect to the SAID PLOT or the project **“MAHALAXMI’S PUTU MANIK APARTMENTS”**;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the SAID PLOT or the project **“MAHALAXMI’S PUTU MANIK APARTMENTS”** and the SAID BUILDING are valid and subsisting and have been obtained by

following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the SAID PLOT or the project "**MAHALAXMI'S PUTU MANIK APARTMENTS**" and SAID BUILDING shall be obtained by following due process of law and the BUILDER/SELLER/PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the SAID PLOT or the project "**MAHALAXMI'S PUTU MANIK APARTMENTS**" / SAID BUILDING / and common areas;

- (vi) The BUILDER/SELLER/PROMOTER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the PURCHASER/S/ALLOTEE/S created herein, may prejudicially be affected;
- (vii) The BUILDER/SELLER/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 SAID PLOT or the project "**MAHALAXMI'S PUTU MANIK APARTMENTS**" or the SAID APARTMENT which will, in any manner, affect the rights of PURCHASER/S/ALLOTEE/S under this Agreement;
- (viii) The BUILDER/SELLER/PROMOTER confirms that the BUILDER/SELLER/PROMOTER is not restricted in any manner whatsoever from selling the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S in the manner contemplated in this Agreement;

- (ix) At the time of execution of the conveyance deed of the structure to the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY of Allottees the BUILDER/SELLER/PROMOTER shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY of Allottees
- (x) The BUILDER/SELLER/PROMOTER has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the SAID PLOT or the project **“MAHALAXMI’S PUTU MANIK APARTMENTS”** to the competent Authorities;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the BUILDER/SELLER/PROMOTER in respect of the SAID PLOT or the project **“MAHALAXMI’S PUTU MANIK APARTMENTS”**.

XV BINDING EFFECT:-

Forwarding this Agreement to the PURCHASER/S/ALLOTEE/S by the BUILDER/SELLER/PROMOTER does not create a binding obligation on the part of the BUILDER/SELLER/PROMOTER or the PURCHASER/S/ALLOTEE/S until, firstly, the PURCHASER/S/ ALLOTEE/S signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of

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

XV1. DISPUTES / SETTLEMENT / LITIGATION / JURISDICTION

- (a) In the event any dispute or differences arising between the parties hereto in respect to this Agreement or in respect of any provisions (clauses) in this Agreement, or any thing arising out of it, and /or about the performance of these presents or concerning any act or omission of the other party to the disputes or to any act which ought to be done by the parties in dispute or in relation to any matter whatsoever concerning this Agreement shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Real Estate Regulating Authority as per the provisions of the Real Estate

(Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

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

XVII) The possession of the SAID APARTMENT has not yet been handed over to the PURCHASER/S/ALLOTTEE/S.

SCHEDULE A

(DESCRIPTION OF THE SAID ENTIRE PROPERTY)

All that property known as "MUSSABHAT" or "BOSUBHAT" or "MONSABHAT" or "BASSIMBHAT", situated at Ponda Village (erstwhile falling within the limits of Village Queula), within the limits of Ponda Municipal Council, Taluka and Sub-District of Ponda, District of North Goa, State of Goa, described in the Land Registration Office under Description No. 6346 (with the exclusion of its part disannexed and described separately at No. 11817) and enrolled in the Taluka Revenue Officer under Matriz No. 422 and was bounded as under:

East : By Nalha;
 West : By top of the hill,
 North: By Fence and ditch of Muguem; and
 South: By ditch and fence of the property of Venacio Xavier da Silva

SCHEDULE B

(DESCRIPTION OF THE SAID BIGGER PLOTS)

ALL THAT property known as "MOSSU BATTA" or "BOSSU BATTA," comprising an area of 4270.25 sq. meters approximately, which corresponds to Lote No. 25 and Lote No. 26 of the property described in SCHEDULE A hereinabove written, and is described as one single unit in the Land Registration Office under No. 22309 at pages 87 reverse of Book B 69 and was bounded as under:

- East : By remaining portion of the Said Entire Property;
 West : By remaining portion of the Said Entire Property
 North : By reserved road of three meters width after which lies the property of Mahesh Prabhakar Silimcano, Usno Porobo Colvalcar and Calidas Atmaram Savaikar; and
 South : By Stone fence after which lies the property of Shirodkar.

SCHEDULE C

(DESCRIPTION OF THE SAID PROPERTY)

ALL THAT property known as "Khadpa Bandh" admeasuring 4817.00 Sq. meters, formed out of Eastern Part of the Lote No. 26 of the SAID BIGGER PLOTS described in SCHEDULE B above and Lote No. 29 of the SAID ENTIRE PROPERTY described in SCHEDULE A above, situated at Ponda, within the limits of Ponda Municipal Council, Taluka and Sub District of Ponda, District of North Goa, State of Goa, surveyed under Survey No. 12/1 of Ponda Village and bounded as under:

- East : By stream/Nalha;
 West : By Ponda-Tisk road and beyond which the remaining part of Lote No. 26;
 North : Partly by road and partly by survey no. 12/8 of Ponda Village
 South : Stream/nalha

SCHEDULE II
(DESCRIPTION OF THE SAID PLOT)

ALL THAT portion of land admeasuring about 1137.00 Sq. meters forming part of the SAID PROPERTY more property described in SCHEDULE C and surveyed under No 12/1-E and is bounded as under:

- On the East : Partly by property under Survey No. 12/8 of Ponda Village and partly by remaining part of the said property under Survey No. 12/1 of Ponda Village;
- On the West : By Road;
- On the North : By road from property under Survey No. 12/2;
- On the South : By portion of the Said Property under Survey No. 12/1 of Ponda Village left as 8.00 meters wide access road.

The SAID PLOT is shown in the plan annexed hereto which forms the part of these presents.

SCHEDULE NO. III
(DESCRIPTION OF THE SAID APARTMENT)

All that Apartment No. having a Carpet area approximately ____ sq. mtrs . along with ____ square metres of exclusive balcony/verandah/ passage area appurtenant to the carpet area for the exclusive use of the PURCHASER/S/ALLOTEE/S and along with one covered Car Park on the floor in the Housing Complex, named **“MAHALAXMI'S PUTU MANIK APARTMENTS”**. The SAID APARTMENT is/are shown delineated in red boundary line in the plan annexed.

SCHEDULE NO.IV
MODE OF PAYMENT

The PURCHASER/S/ALLOTEE/S has paid at the time of signing of this agreement a sum of Rs. _____ (Rupees _____ only) (not exceeding 10% of the total consideration) and the balance amount of Rs. _____ (Rupees _____) in the following manner:

- (i) Amount of Rs. ___/- (___) (not exceeding 30% of the total consideration)
10% to be paid to the BUILDER/SELLER/PROMOTER after registration of the Agreement.
- (ii) Amount of Rs. ___/- (___) (not exceeding 45% of the total consideration) 25% to be paid to the BUILDER/SELLER/PROMOTER on completion of the Plinth of the SAID BUILDING.
- (iii) Amount of Rs. ___/- (___) (not exceeding 55% of the total consideration) 10% to be paid to the BUILDER/SELLER/PROMOTER on completion of the second slab of the SAID BUILDING
- (iv) Amount of Rs. ___/- (___) (not exceeding 70% of the total consideration) 15% to be paid to the BUILDER/SELLER/PROMOTER on completion of the roof slab of the SAID BUILDING

- (v) Amount of Rs. ___/- (___) (not exceeding 75% of the total consideration) 5% to be paid to the BUILDER/SELLER/PROMOTER on completion of the walls, internal plaster, floorings doors and windows of the SAID APARTMENT
- (vi) Amount of Rs. ___/- (___) (not exceeding 80% of the total consideration) 5% to be paid to the BUILDER/SELLER/PROMOTER on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said SAID APARTMENT.
- (vii) Amount of Rs. ___/- (___) (not exceeding 85% of the total consideration) 5% to be paid to the BUILDER/SELLER/PROMOTER on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the SAID BUILDING or wing in which the SAID APARTMENT is located.
- (viii) Amount of Rs. ___/- (___) (not exceeding 95% of the total consideration) 10% to be paid to the BUILDER/SELLER/PROMOTER on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale.
- (viii) Balance Amount of Rs. ___/- (___) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

Out of the amount of **Rs...../-** of the total consideration **Rs...../-** shall be the component of Earnest Money Deposit (EMD) as stipulated in Clause II (b) of this(e) Agreement (hereinabove).

SCHEDULE NO. V

STANDARD SPECIFICATIONS

1. **STRUCTURE**: The Building consists of a reinforced Cement Concrete framed structure. The masonry in plinth is of laterite stone/ concrete block in cement mortar. The masonry in superstructure is 20 cm thick laterite masonry / concrete blocks/light weight/AAC blocks. All partition walls are of 10/11 cm brick burnt masonry/light weight AAC blocks.
2. **PLASTER (Optional)**: The Internal plaster is in one coat of cement mortar and or gypsum plaster. The external plaster in general is in two coats of cement sand mortar.
3. **FLOOR FINISH**: The entire Apartment except the toilet is finished with vitrified tiles The flooring of the toilet is finished with ceramic tile in floor. The terrace slab is waterproofed and finished with Indian patent stone above it.
4. **WINDOWS**: The Windows in general are of powder coated aluminum sliding section. The toilet ventilators are in aluminium frame and glass louvered.
5. **DOORS**: Main door are of teak wood panelled shutter along with teak wood frame. All bedroom, balcony and toilets doors are flush doors. All door frames (except toilets) are of teak wood. All doors are provided with SS Fittings and SS Hinges.

6. **PAINING**: Internal walls and ceiling are painted with 2 coats of Acrylic emulsion. External walls are painted with 2 coats of water proof Acrylic over a coat of primer.
7. **KITCHEN** : Cooking Platform with a stainless steel sink at one end is provided in the kitchen. The Platform is finished with granite stone. The dado above platform and sink is provided with glazed tile upto 50 cm ht. The standard length of kitchen platform including sink is 8 Rft.
8. **TOILET/BATH** : Toilet is provided with European style W.C wall mounted pan. The floor is of ceramic tile and having ceramic tile dado. A Wash basin is provided in Toilet.
9. **DRAINAGE**: All sewage water is connected to the STP/septic tank/sewerage line as per the requirements of the Local Authority.
10. **WATER SUPPLY**: Water is supplied to every Apartment through a common overhead tank provided for the Building which services all the Apartments.
11. **ELECTRICAL INSTALLATION**: All wiring is in copper wire concealed in walls and slabs of ISI mark.
Electrical load of the Apartment is distributed in the following manner:
 - i) **Hall / Dining**: 3 Nos- 5 amps points, 4 Nos lighting points, 2 Nos fan points, 1 No. T.V Point (However it is to be noted that no provision for A.C Point has been provided in the Hall/Dining).

- ii) **Bedroom/s** : 1 No – 5 amps point, 2 Nos light points, 1 No fan point, 1 No- 15 amps point for the provision of A.C
- iii) **Kitchen** : 2 Nos – 5 amps point, 3 Nos – 15 amps points, 2 Nos light points, 1 No. fan point (No provision is made for A.C point in the kitchen)
- iv) **Toilets** : Each Toilet is provided with 1 No.– 5 amps point, 1 No. -15 amps point for water heater, 1 No. light point.

1 No –light point is provided in the passage.

The total consumption load of electricity for the SAID APARTMENT is designed, as per the abovesaid electrical layout for 5 Kilo watts load for two Bed room Apartment and 6 Kilo Watts load for three Bedroom Apartment. The PURCHASER/S/ALLOTEE/S clearly understands the abovesaid electrical layout and expressly agrees to abide by the same and not make any variation which are likely to increase the design load, since the entire electric system comprising of switches, MCBs, main distribution box, internal wiring as well as wiring from the DB to the Electric Meter has been designed and installed taking into consideration the above load.

The BUILDER/SELLER/PROMOTER shall provide electric connection to the SAID APARTMENT provided the PURCHASER/S/ALLOTEE/timely signs the necessary forms/ documents as stipulated by Goa Electricity Department required to obtain electricity connection. Any delay in this context, would lead to the delay in the completion time of the SAID APARTMENT to be handed over, for which the PURCHASER/S/ALLOTEE/S shall be solely responsible.

12. Jaquar or equivalent make S-S Bathroom fixtures are provided
13. Hindware / Cera Make or equivalent make sanitary ware are provided
14. Anchor/ Finolex or equivalent make concealed copper wiring is provided
15. 3 Phase electricity connection is provided. Hot and Cold system in toilets is provided.

EXTRA WORKS:

Further, after taking possession of the SAID APARTMENT, the PURCHASER/S/ALLOTEE/S without obtaining the requisite permission from the Planning & Development Authority or the Town & Country Planning Department and the Village Panchayat Authorities, shall not be entitled to execute any additional work/s in the SAID APARTMENT by way of alterations, modifications or enclosures. Further, even after obtaining such permission, the PURCHASER/S/ALLOTEE/S shall ensure that any repairs, additions, alterations done shall in no manner cause prejudice or affect the owners/occupiers of any other Apartments in the SAID BUILDING, and in any case of any seepage of water or other defects such as cracks etc. found/noticed by the occupiers/owner of any other Apartments, then the PURCHASER/S/ALLOTEE/S shall be solely responsible and liable for the same and the PURCHASER/S/ALLOTEE/S shall rectify the same and if necessary, restore the shape of the structure as per the original approved plan. BUILDER/SELLER/PROMOTER shall not be liable to rectify or pay compensation but the BUILDER/SELLER/PROMOTER may offer services to rectify such defects with nominal charges. Further the PURCHASER/S/ALLOTEE/S shall indemnify the

BUILDER/SELLER/PROMOTER if any of the other Apartment purchasers in the SAID BUILDING suffer damages to their Apartments and claim compensation on account of alterations or modifications carried out by the PURCHASER/S/ALLOTEE/S of the SAID APARTMENT.

IN WITNESS WHEREOF the Parties hereto have set hands on the day and year first herein above mentioned.

SIGNED AND DELIVERED BY)
the withinnamed BUILDER/SELLER/PROMOTER)
M/S MAHALAXMI DEVELOPERS
represented herein by its Partner)
MR. ARVIND VISHWANATH DHAIMODKAR)
Authorized to sign vide Power of Attorney dated)
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Left hand finger prints Right hand finger prints

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3..... 3.....

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SIGNED AND DELIVERED BY)
the withinnamed PURCHASER at 2.A above)
MR.)
at Ponda Goa)

Left hand finger prints Right hand finger prints

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SIGNED AND DELIVERED BY)
the withinnamed PURCHASER at 2.B above)
.....)
at) _____

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SIGNED AND DELIVERED BY)

the withinnamed CONFIRMING PARTY

- 1. **MR ASHUTOSH SURENDRA KHANDEKAR**
- 2. **MRS MANASVI ASHUTOSH KHANDEKAR**
- 3. **MRS SARIKA RAYESHWAR SHIRODKAR**
- 4. **MR RAYESHWAR NANDA SHIRODKAR**

Represented by

MR. ARVIND VISHWANATH DHAIMODKAR)

Authorized to sign vide Power of Attorney dated)

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IN THE PRESENCE OF WITNESSES:

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