

Draft of
Flat**AGREEMENT FOR SALE**

This **AGREEMENT FOR SALE** is made at Panaji, Taluka Tiswadi and Registration Sub-District of Ilhas, State of Goa, on this day of February, 2020

BETWEEN

M/S STALWART REALTY, a partnership firm established under the Indian Partnership Act 1932, having its office at 5th and 6th floor, Smit Vandan Building, above IndusInd bank, Near Taj Vivanta, St. Inez, Panaji, Goa, holding PAN Card bearing No. [REDACTED] duly represented in this act by its Partner and Power of Attorney holder, **MR. SHRIPAD SINAI ADWALPALKAR**, son of Mahesh R Adwalpalkar, aged 34 years, business, holding PAN Card bearing No. [REDACTED], holding aadhar card no. [REDACTED], Mob No. 9822442100 Indian National and resident of "Indira", Horizon Residency, Dona Paula, Goa, hereinafter referred to as the "**VENDOR/DEVELOPER/PROMOTER**" (which expression shall unless repugnant to the context or meaning there of be deemed to mean and include its heirs, legal, representatives, executors, administrators and assigns) of the **FIRST PART**

AND

MR., son of Mr., years of age, Service, Married/unmarried, holding PAN Card bearing No., and Aadhar card bearing No., Mob. No. 7411686424, Indian National, resident of, North - Goa. hereinafter referred to as the "**PURCHASER/S/ALLOTTEE/S**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean include her heirs, legal representatives, executors, administrators and assigns) **OF THE SECOND PART**

AND

1) **MR. UPENDRA VINAYAK NETRAVALKAR ALIAS UPENDRA VINAICA SINAI NETRAVOLCAR**, son of Mr. Vinayak Netravalkar, aged 79 years, married, business, holding Pan card bearing No. [REDACTED] and Aadhar Card bearing No. [REDACTED], and his wife,

2) **MRS. VASANTI UPENDRA NETRAVALKER @ NETRAVALKAR**, daughter of Mr. Govind Prabhu & wife of Mr. Upendra Netravalkar, aged 79 years, married, housewife, holding Pan card bearing No. [REDACTED] and Aadhar Card bearing No. [REDACTED], both Indian Nationals, residing at Nr. Syndicate Bank, Kerant, Caranzalem S.O, Panaji, Tiswadi, North - Goa, 403002, both represented by their POA **MR. VAMAN SUBRAI NADKARNI**, son of Mr. Subrai Taturai Nadkarni, aged ... years, married, Business, holding Pan card bearing No. [REDACTED] and Aadhar Card bearing No. [REDACTED] Indian National, resident of H. No. 36/1, Shivkrupa, Chinchwada, Chimbhel, Tiswadi - Goa, 403006, hereinafter referred to as the **"CONFIRMING PARTIES"** (which expression shall unless repugnant to the context or meaning thereof deemed to include their respective heirs, legal representatives and assigns) of the **THIRD PART**.

AND WHEREAS there exists landed property known as "MULATENIM" consisting of one "VERICA" with its bund one "ARO" and four pieces of Morod, situated at Taleigao - Goa, The "VERICA" of the said property, admeasuring an area of 2616 Sq. Mtrs., bearing Chalta No.39 of P.T. Sheet No.149 of the City survey Panaji situated within the jurisdiction of Panaji Municipal Council, Taluka Tiswadi, District of North Goa, State of Goa, being described in the land registration office of Ilhas, at Panaji under Description No.21040 at page No.(reverse) of Book No.B-56 (new series) and being inscribed in the taluka revenue office of Ilhas, at Panaji, under underMatriz No. 491 for brevity's sake, hereinafter referred to as the **"Said Entire Property"**.

AND WHEREAS prior to 30th May of 1963, the said "Verica" of the said property was belonging to one Shri Vital Francisco Paulo de Mendonca and his wife Smt. Maria Antonia Santana Alvares resident of Taleigao, Tiswadi,

Goa, which is inscribed under inscription No. 23537, at Pg. no. 2, of Book No.G-37, in the land registration office of Ilhas at Panaji.

AND WHEREAS vide Deed of Sale, Discharge and withdrawals dated 30/05/1963 the said Shri Vital Francisco Paulo de Mendonca and his wife Smt. Maria Antonia Santana Alvares, sold and transferred the said Enitre property in favour of the Shri. Upendra Vinaica Sinai Netravolcar and his brother, Shri.Sitacanta Vinaica Sinai Netravolcar. The said Deed of Sale, Discharge and withdrawals dated 30/05/1963 was recorded by the then Notary of Ilhas, at Panaji, Dr. Antonio Orlando Lobo, at page nos 82 to 86 of Book No. 559 of the Notarial records of Panaji.

AND WHEREAS in terms of the Said Deed of Sale, Discharge and withdrawals dated 30/05/1963, the said Shri.CosmePalha released the said property from its mortgage charges dated 10/08/1957, inscribed under inscription No. 17449, at page no. 57 (reverse) of Book No. C-43(New) in the Land registration office of Ilhas, at Panaji, and dated 21/02/1959, inscribed under inscription No. 17649, at page no. 125 (reverse) of Book No. C-43 (New) in the Land registration office of Ilhas, at Panaji respectively, and relinquished all his rights in respect of the said property.

AND WHEREAS by virtue of the said Deed of Sale, Discharge and withdrawals dated 30/05/1963 and the subsequent cancellations of the aforesaid inscriptions regarding the mortgage charges created in respect of the same the Shri. Upendra Vinaica Sinai Netravolcar and his brother, Shri.Sitacanta Vinaica Sinai Netravolcar acquire clean, clear and marketable title in respect of the said property and become the absolute and exclusive owners in respect of the said property;

AND WHEREAS aforesaid Mr.Sitacanta Vinaica Sinai Netravalkar alias Netravolcar expired on 25/10/1991 and vide Deed of Relinquishment of Rights and Succession dtd.10/02/1992 executed before the Sub-Registrar cum Notary and Ex-Officio Panaji and vide Deed of Partition dtd. 10/02/1992 executed before the Sub-Registrar Ilhas, Panaji under Reg. No.882/92, Book I, Vol.185 dtd. 14/9/1992, the part of the said property was allotted to the Shri. Upendra Vinaica Sinai Netravolcar alias Netravalkar and his wife Mrs.

Vasanti U. Netravalkar herein and accordingly the said property came into possession and ownership of Mrs. Rajashree Sitakant Netravalkar and Shri. Upendra Vinaica Sinai Netravalkar alias Netravalkar.

AND WHEREAS vide Deed of Partition dtd. 10/02/1992 executed before the Sub-Registrar Ilhas, Panaji under Reg. No.882/92, Book I, Vol.185 dtd. 14/9/1992, an area admeasuring 1063.62 Sq. Mtrs. was allotted to Shri. Upendra Vinaica Sinai Netravalkar alias Netravalkar and his wife Mrs. Vasanti U. Netravalkar.

AND WHEREAS Vide Deed of sale dated 09/03/1993 executed before the Sub Registrar of Ilhas, Tiswadi, registered under Registration No.778 of Book No.I, Vol.236 dated 6/6/1993 read with Deed of Rectification dated 14/08/1997 executed before the Sub Registrar of Ilhas, Tiswadi, registered under Registration No.1185 of Book No.I, Vol.617 dated 22/08/1997, an area admeasuring 838.38 Sq. Mtrs. was sold to M/S.Sunivas Builders represented by Mr.ShrinivasBujle, by Shri. Upendra Vinaica Sinai Netravalkar alias Netravalkar and others.

AND WHEREAS by acquisition under Award dated 27/10/1997, by the District and Session Court at Panjim Goa under land acquisition case no.38/90, an area admeasuring 369 Sq. Mtrs. of the said property was acquired by Government of Goa, Town and Country Planning Dept.

AND WHEREAS the parties herein have provided an access to the aforesaid adjoining land sold to Sunivas Builders and the aforesaid access is not the part of the legal sub division/ partition as approved by PDA or TCP or any other Government agencies as no records of the same have been mentioned in aforesaid Deed of Rectification. Therefore an area of 345 Sq. Mtrs. vests with the parties herein since in the Deed of sale read with Deed of Rectification aforesaid only plot area admeasuring 838.38 Sq. Mtrs. is mentioned and whilst defining the boundaries of the aforesaid plot of land. it is mentioned that on the eastern side plot is abating land sold to Sunivas Builder, by the remaining part of the land of the same property and the internal access.

AND WHEREAS an area admeasuring 345 Sq. Mtrs. vests with Mrs.Rajashree Sitakant Netravalkar and Mr. Upendra Vinayak Netravalkar

alias Upendra Vinaica Sinai Netravolcar, the said area has not been sold or gifted to anyone.

AND WHEREAS the parties herein have right to half share in the aforesaid area of 345 Sq. Mtrs. i.e. Mrs. Rajashree Sitakant Netravalkar has right to an area of 172.5 Sq. mtrs. And Mr. Upendra Vinayak Netravalkar alias Upendra Vinaica Sinai Netravolcar and his wife have right to an area of 172.5 Sq. mtrs.

AND WHEREAS Mrs. Rajashree Sitakant Netravalkars undivided share corresponding to an area of 172.5 Sq. mtrs. forming part of the said entire property, purchased by Mr. Upendra Vinayak Netravalkar alias Upendra Vinaica Sinai Netravolcar and his wife Mrs. Vasanti U. Netravalkar, vide sale deed dated 1/08/2019 registered before sub registrar Tiswadi taluka Panjim Goa, under reg. no. PNJ-1-1640-2019 dated 13/08/2019.

AND WHEREAS in order to demarcate total plot of land amasuring 1408.62 Sq. mtrs. which was in the possession of parties herein which constitutes an area of 1063.62 Sq. Mtrs. and 345 Sq. Mtrs., better described in the Schedule-II metioned below.

AND WHEREAS Ms. Stalwart Realty signed an Agreement for Development and Construction dtd. 2/07/2021 Executed before the Notary Adv. U R Timble, at Panjim Goa, registered under Sr.No.1520/XD/2021, for development of the **SAID PROPERTY** and to construct thereon building in accordance with the terms and conditions mentioned in the agreement.

AND WHEREAS the **OWNERS** are seized and possessed of or otherwise well and sufficiently entitled to as absolute and exclusive owner of the property admeasuring an area of 1408.62 Sq. Mtrs., forming part of the said Entire property, hereinafter referred to as the **"Said Property"** and better described in Schedule – II herein under.

AND WHEREAS in order to demarcate total plot of land amasuring 1408.62 Sq. mtrs. which was in the possession of parties herein which constitutes an area of 1063.62 Sq. Mtrs. and 345 Sq. Mtrs., better described in Schedule – II mentioned hereunder.

AND WHEREAS Confirming party at serial no. 1 herein being in possession of Said Property, designed plans of the buildings duly approved by North Goa Planning and Development Authority, Panaji vide its Order bearing Ref. No. GPPDA/ 203/ TAL/ 19/2020 dated 8/5/2020 and obtained Construction Licence bearing license No. 401/1/CCP/ENG/CONST-LIC-23/2020-21/73, dated 07/04/202.

AND WHEREAS Ms. Stalwart Realty signed an Agreement for Development and Construction dtd. 2/07/2021 Executed before the Notary Adv. U R Timble, at Panjim Goa, registered under Sr.No.1520/XD/2021, for development of the **SAID PROPERTY** and to construct thereon building in accordance with the terms and conditions mentioned in the agreement.

AND WHEREAS Order for Consent to Establish under S. 26 of the Water (Prevention and Control Of Pollution) Act of 1974 and S.21 of the Air (Prevention and Control of Pollution) Act of 1981, for the installation of sewage treatment plant from the Office of the Goa State Pollution Control Board, North Goa District Office, Panaji - Goa, will be provided at the time of Occupancy.

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

AND WHEREAS by virtue of agreement dated 2/7/2021, the Vendor/Developer/Promoter has sole and exclusive right to sell the Apartments in the building/s to be constructed by the Vendor/Developer/Promoter on the project land and to enter into Agreement/s with the PURCHASER/S/ALLOTTEE/s of the Apartments to receive the sale consideration in respect thereof.

AND WHEREAS the Vendor/Developer/Promoter has since started the execution of construction of the Buildings in the proposed complex named as "STWALWART" to be constructed in the said property.

AND WHEREAS the Vendor/Developer/Promoter has opened the plans for sale on ownership basis the residential apartments in the proposed complex named "STWALWART".

AND WHEREAS on demand from the PURCHASER/S, the Vendor/Developer/Promoter has given inspection to the PURCHASER/S of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Vendor/Developer/Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder and the allottee has acknowledged the receipt of the same.

AND WHEREAS the Vendor/Developer/Promoter has got some of the approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the said building/s wherever applicable and shall obtain the balance approvals, if any from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said building.

AND WHEREAS the PURCHASER/S approached VENDOR/DEVELOPER/PROMOTER to purchase a residential flat and has inspected all the relevant title documents, approved plans and has agreed to purchase one residential flat bearing no. _____ on the _____ floor, admeasuring an area of _____ sq. mtrs., in Block '____', in the complex named "STWALWART" hereinafter the flat is referred to as "The Said Flat/Apartment" and described in the Schedule – III written hereunder and shown in the plan annexed hereto and the Vendor/Developer/Promoter has agreed to construct the same for the PURCHASER/S and the parties have accordingly agreed on the following terms and conditions.

AND WHEREAS the carpet area of the said Apartment is _____ sq. mtrs. and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the PURCHASER/S or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the PURCHASER/S/ALLOTTEE, but includes the area covered by the internal partition walls of the apartment.

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

AND WHEREAS, prior to the execution of these presents the PURCHASER/S has paid to the Vendor/Developer/Promoter a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Vendor/Developer/Promoter to the PURCHASER/S as advance payment or Application Fee (the payment and receipt whereof the Vendor/Developer/Promoter both hereby admit and acknowledge) and the PURCHASER/S has agreed to pay to the Vendor/Developer/Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Vendor/Developer/Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 and rules framed there under with the Real Estate Regulatory Authority under no.....

AND WHEREAS, under section 13 of the said Act the Vendor/Developer/Promoter is required to execute a written Agreement for sale of said Apartment with the PURCHASER/S, being in fact these presents and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908).

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor/Developer/Promoter hereby agrees to sell and the PURCHASER/S hereby agrees to purchase the Apartment/flat.

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

1. The Vendor/Developer/Promoter shall construct the said building consisting of 1basement and 8 podiums on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
2. Provided that the Vendor/Developer/Promoter shall have to obtain prior consent in writing of the PURCHASER/S in respect of variations or modifications which may adversely affect the Apartment of the PURCHASER/S except any alteration or addition required by any Government authorities or due to change in law.
3. The PURCHASER/S hereby agrees to purchase from the Vendor/Developer/Promoter and the Vendor/Developer/Promoter hereby agrees to sell to the PURCHASER/S the **Said Flat/Apartment** of the typeBHK.
4. Parking allotted to said unit is exclusive / dedicated parking, single parking only.
5. The Apartment which have been allotted parking will be allotted with the unit apartment for resale. Also, during resale of the said unit to which the exclusive/dedicated parking is allotted cannot be retained and has to be handed over to the buyer/purchaser along with the said unit.
6. The total aggregate consideration amount for the apartment is thus **Rs...../- (RupeesOnly).**

7. The above said sum of Rs. -----/- (Rupees -----
-----Only) includes the cost of
the construction of the said unit and also the cost of the customized amenities
in the said unit as per the unit holder's requirement. It is clarified that while
above said sum does not include the rights to the Terrace. **Exclusive right of
terrace is allotted only to the Owners /Unit Holders of the top floor of
apartments.**

8. If the UNIT HOLDERS commits default in payment of any of the
installments aforesaid on its respective due dates, as per **schedule no. IV**
and/or in observing and performing any of the terms and conditions of this
Agreement, the Vendor/Developer/Promoter shall, without prejudice to the
other rights, be at liberty to terminate this Agreement by giving a prior
written notice of fifteen days. The Vendor/Developer/Promoter shall,
however, on such termination, refund to the UNIT HOLDERS the amounts,
if any, which may have till then been paid by the UNIT HOLDERS to the
Vendor/Developer/Promoter, after forfeiting an amount of Rs.2,00,000/-
(Rupees Two Lacs only) without any further amount by way of interest or
otherwise.

9. The Total Price above excludes Taxes (consisting of tax paid or
payable by the Vendor/Developer/Promoter by way of Infrastructure tax,
GST and Cess or any other taxes which may be levied, in connection with the
construction of and carrying out the Project payable by the
Vendor/Developer/Promoter) up to the date of handing over the possession of
the Apartment.

10. The Total Price 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/taxes or other which may be levied or imposed by the competent
authority Local Bodies/Government from time to time. The
Vendor/Developer/Promoter undertakes and agrees that while raising a
demand on the PURCHASER/S/ALLOTTEE for increase in development

charges, cost, or levies imposed by the competent authorities etc., the Vendor/Developer/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/ALLOTTEE, which shall only be applicable on subsequent payments.

11. The Vendor/Developer/Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the PURCHASER/S/ALLOTTEE on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an PURCHASER/S/ALLOTTEE by the Vendor/Developer/Promoter.

12. The Vendor/Developer/Promoter shall confirm the final carpet area that has been allotted to the PURCHASER/S/ALLOTTEE 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 Vendor/Developer/Promoter. If there is any reduction in the carpet area within the defined limit then Vendor/Developer/Promoter shall refund the excess money paid by PURCHASER/S/ALLOTTEE within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the PURCHASER/S/ALLOTTEE. If there is any increase in the carpet area allotted to PURCHASER/S/ALLOTTEE, the Vendor/Developer/Promoter shall demand additional amount from the PURCHASER/S/ALLOTTEE 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 aforesaid Clause of this Agreement.

13. The PURCHASER/S/ALLOTTEE authorizes the Vendor/Developer/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 Vendor/Developer/Promoter may in its sole discretion deem fit and the PURCHASER/S/ALLOTTEE undertakes not to object/demand/direct the Vendor/Developer/Promoter to adjust his payments in any manner.

Note: Each of the installments mentioned herein shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.

14. The Vendor/Developer/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 Apartment to the PURCHASER/S/ALLOTTEE, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the Apartment.

15. Time is essence for the Vendor/Developer/Promoter as well as the PURCHASER/S/ALLOTTEE. The Vendor/Developer/Promoter shall abide by the time schedule for completing the project and handing over the [Apartment] to the PURCHASER/S/ALLOTTEE and the common areas to the association of the PURCHASER/S/ALLOTTEEs after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the PURCHASER/S/ALLOTTEEs have paid all the consideration and other sums due and payable to the Vendor/Developer/Promoter as per the agreement. Similarly, the PURCHASER/S/ALLOTTEE 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 Vendor/Developer/Promoter as provided in clause mentioned herein above. ("Payment Plan").

16. The Vendor/Developer/Promoter hereby declares that the Floor Area Ratio available as on date in respect of the project land is square meters only and Vendor/Developer/Promoter has planned to utilize Floor Area Ratio by availing of TDR or FAR available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Vendor/Developer/Promoter has disclosed the Floor Space Index for proposed to be utilized by him on the project land in the said Project and PURCHASER/S/ALLOTTEE has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Vendor/Developer/Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Vendor/Developer/Promoter only.

17. Vendor/Developer/Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the PURCHASER/S/ALLOTTEE, the Vendor/Developer/Promoter agrees to pay to the PURCHASER/S/ALLOTTEE, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the PURCHASER/S/ALLOTTEE, for every month of delay, till the handing over of the possession. The PURCHASER/S/ALLOTTEE agrees to pay to the BUILDER/VENDOR, interest as specified in the Rules, on all the delayed payment which become due and payable by the PURCHASER/S/ALLOTTEE to the Vendor/Developer/Promoter under the terms of this Agreement from the date the said amount is payable by the PURCHASER/S/ALLOTTEE(s) to the BUILDER/VENDOR.

18. Without prejudice to the right of Vendor/Developer/Promoter to charge interest in terms of clause mentioned above, on the PURCHASER/S/ALLOTTEE committing default in payment on due date of any amount due and payable by the PURCHASER/S/ALLOTTEE to the Vendor/Developer/Promoter under this Agreement (including his/her

proportionate share of taxes levied by concerned local authority and other outgoings) and on the PURCHASER/S/ALLOTTEE committing three defaults of payment of installments, the Vendor/Developer/Promoter shall at his own option, may terminate this Agreement: Provided that, Vendor/Developer/Promoter shall give notice of fifteen days in writing to the PURCHASER/S/ALLOTTEE, by Registered Post AD at the address provided by the PURCHASER/S/ALLOTTEE and mail at the e-mail address provided by the PURCHASER/S/ALLOTTEE, of his 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/ALLOTTEE fails to rectify the breach or breaches mentioned by the Vendor/Developer/Promoter within the period of notice then at the end of such notice period, Vendor/Developer/Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Vendor/Developer/Promoter shall refund to the PURCHASER/S/ALLOTTEE (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to BUILDER/VENDOR) within a period of sixty days of the termination, the installments of sale Consideration of the Apartment which may till then have been paid by the PURCHASER/S/ALLOTTEE to the Vendor/Developer/Promoter and the Vendor/Developer/Promoter shall not be liable to pay to the PURCHASER/S/ALLOTTEE any interest on the amount so refunded.

19. 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 Vendor/Developer/Promoter in the said building and the Apartment as are set out in Annexure, annexed hereto.

20. The Vendor/Developer/Promoter shall give possession of the Apartment to the PURCHASER/S/ALLOTTEE on or beforest day of March 20..... If the Vendor/Developer/Promoter fails or neglects to give

possession of the Apartment to the PURCHASER/S/ALLOTTEE on account of reasons beyond his control and of his agents by the aforesaid date then the Vendor/Developer/Promoter shall be liable on demand to refund to the PURCHASER/S/ALLOTTEE the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause herein above from the date the Vendor/Developer/Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Vendor/Developer/Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of :

- (i) War, civil commotion or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) Delay from concerned department in granting electricity/water meter connections to the Apartment.

The BUILDER/VENDOR shall only assist in procuring electricity/water meter connections to the Apartment.

21. The Purchaser agrees that the Builder/Vendor shall be entitled in their absolute discretion to make any reservations/utilization (including the benefit of any increase in FSI/FAR of the land), in their favour and/or exceptions or grants in respect of the said property or any part thereof at any time hereafter in favour of any person/s without prior reference or intimation to the Purchaser and the Purchaser shall not object thereto in any manner but without adversely affecting in any manner the said Flat/buildings structural stability and the rights of the Purchaser.

22. It is further specifically agreed and understood that any benefit of FAR/FSI or of increase in FAR/FSI in respect of the said property at any time shall always accrue and belong to the Builder/Vendor even if such increase is made after handing over of the said flat to the Purchaser or the execution of

conveyance/Sale Deed/Transfer document in respect of the undivided rights in the land in favour of the Purchaser.

23. The Builder/Vendor shall be entitled to accordingly carry out any additional construction on the said property at any time making use of such FAR/FSI or increased FAR/FSI and shall also be entitled to carry out any additional construction to the building in which the said premises are situated including construction of any additional floor/s to such building at any time even after handing over of possession of the said flat to the Purchaser and the Purchaser shall not in any manner object thereto even if due to such additional construction any open areas are used for such additional construction or the location/s thereof are changed or the entire plans modified in any manner as desired by the Builder/Vendor but without changing the location of the said flat and its area. It is further accepted by the Purchaser that the plan presently got approved by the Builder/Vendor is subject to further changes, alterations modifications and/or additional and at no time the Purchaser shall claim any promissory estoppels or other like rights against the Builder/Vendor on the basis of the said plans.

24. The Builder/Vendor also reserves the rights to allow access through the complex to any third party in the adjoining lands. This right will be binding even on the maintenance society or association of the premises/flat owners as and when formed. The Builder/Vendor shall be entitled to amalgamate any neighbouring land/s with the said property and design a joint project on such amalgamated land and the Purchaser shall not be entitled to raise any objections thereto.

25. Procedure for taking possession - The BUILDER/VENDOR, upon obtaining the occupancy certificate from the competent authority and the payment made by the PURCHASER/S/ALLOTTEE as per the agreement shall offer in writing the possession of the Apartment, to the PURCHASER/S/ALLOTTEE in terms of this Agreement to be taken within one month from the date of issue of such notice and the Vendor/Developer/Promoter shall give possession of the Apartment to the PURCHASER/S/ALLOTTEE. The Vendor/Developer/Promoter agrees and

undertakes to indemnify the PURCHASER/S/ALLOTTEE in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the BUILDER/VENDOR. The PURCHASER/S/ALLOTTEE agree(s) to pay the maintenance charges as determined by the Vendor/Developer/Promoter or association of PURCHASER/S/ALLOTTEES, as the case may be. The VENDOR/DEVELOPER/PROMOTER on its behalf shall offer the possession to the PURCHASER/S/ALLOTTEE in writing within 7 days of receiving the occupancy certificate of the Project.

26. Transfer charges are not applicable as of now. Upon obtaining Occupancy Certificate the Vendor/Developer/Promoter shall execute/get executed the Conveyance of the said Unit along with undivided proportionate Share of land at the cost of the UNIT HOLDERS in the names of various the UNIT HOLDERS applicable at the market rate prevailing thereon and exclusively to be decided by the developer only.

27. The PURCHASER/S/ALLOTTEE shall take possession of the Apartment within 15 days of the written notice from the Vendor/Developer/Promoter to the PURCHASER/S/ALLOTTEE intimating that the said Apartments are ready for use and occupancy.

28. Failure of PURCHASER/S/ALLOTTEE to take Possession of Apartment upon receiving a written intimation from the Vendor/Developer/Promoter as per above clause the PURCHASER/S/ALLOTTEE shall take possession of the Apartment from the Vendor/Developer/Promoter by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Vendor/Developer/Promoter shall give possession of the Apartment to the PURCHASER/S/ALLOTTEE. In case the PURCHASER/S/ALLOTTEE fails to take possession within the time mentioned in above clause, such PURCHASER/S/ALLOTTEE shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and

expenses of and incidental to the management and maintenance of the said Project and the building thereon.

29. If within a period of five years from the date of handing over the Apartment to the PURCHASER/S/ALLOTTEE, the PURCHASER/S/ALLOTTEE brings to the notice of the Vendor/Developer/Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor/Developer/Promoter at his own cost and in case it is not possible to rectify such defects, then the PURCHASER/S/ALLOTTEE shall be entitled to receive from the Vendor/Developer/Promoter, compensation for such defect in the manner as provided under the Act. In case the allottees carry out any work within the apartments after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments/s, then in such an event the Vendor/Developer/Promoter shall not be liable to rectify or pay compensation. But the Vendor/Developer/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.

30. The PURCHASER/S/ALLOTTEE shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

31. The PURCHASER/S/ALLOTTEE along with other PURCHASER/S/ALLOTTEE(s) of Apartments in the building shall join in forming and registering the Maintenance Society or Association to be known by such name as the Vendor/Developer/Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association and

for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Vendor/Developer/Promoter within seven days of the same being forwarded by the Vendor/Developer/Promoter to the PURCHASER/S/ALLOTTEE, so as to enable the Vendor/Developer/Promoter to register the common organization of PURCHASER/S/ALLOTTEE. No objection shall be taken by the PURCHASER/S/ALLOTTEE if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

32. Within 15 days after notice in writing is given by the Vendor/Developer/Promoter to the PURCHASER/S/ALLOTTEE that the Apartment is ready for use and occupancy, the PURCHASER/S/ALLOTTEE shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/namely 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, bill collectors, chowkidars/watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association of PURCHASER/S/ALLOTTEES is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the PURCHASER/S/ALLOTTEE shall pay to the Vendor/Developer/Promoter such proportionate share of outgoings as may be determined. The PURCHASER/S/ALLOTTEE further agrees that till the PURCHASER/S/ALLOTTEE's share is so determined the PURCHASER/S/ALLOTTEE shall pay to the Vendor/Developer/Promoter provisional monthly/yearly contribution of Rs.12/- per sq. mtr. per annum towards the outgoings. The PURCHASER/S/ALLOTTEE undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by

PURCHASER/S/ALLOTTEE shall be regarded as the default on the part of the PURCHASER/S/ALLOTTEE and shall entitle the Vendor/Developer/Promoter to charge interest on the dues, in accordance with the terms and conditions contained herein.

33. The PURCHASER/S/ALLOTTEE shall on or before delivery of possession of the said premises keep deposited with the Vendor/Developer/Promoter, the following non refundable amounts:

(i) Rs...../- as Corpus in respect of the Society Deposit or Limited Company/Federation/Apex Body (adjustable towards maintenance fund).

(ii) Rs...../- for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs...../- GST on Maintenance Charges

(iv) Rs...../- for deposit towards two years advance for advance for monthly maintenance.

(v) Rs...../- For Deposit towards Electric connection charges

(vi) Rs...../- for electricity Meter Charges

(vii) For Water Meter Charges-not applicable as of now.

(viii) Rs...../- for deposits of electrical receiving, transformer Charges

(ix) Rs...../- as legal charges.

(x) Rs...../- onetime per square meter towards Infrastructure tax.

(xi) Rs.10/- per sq. mtrs. towards Panchayat Tax.

(xii) Stamp Duty and Registration Charges will have to be paid at applicable rates at the time of registering the document before the Sub Registrar.

At present GST at the rate of 18% is applicable on aforesaid amounts of formation of the Society, Electric connection, electricity Meter Charges, Electricity transformer, Panchayat tax, Infrastructure tax etc. which shall be paid by the Purchaser.

34. At the time of registration of conveyance of the structure of the building or wing of the building, the PURCHASER/S/ALLOTTEE shall pay to the Vendor/Developer/Promoter, the PURCHASER/S/ALLOTTEEs' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance of the project land, the PURCHASER/S/ALLOTTEE shall pay to the BUILDER/VENDOR, the PURCHASER/S/ALLOTTEEs' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

35. REPRESENTATIONS AND WARRANTIES OF THE BUILDER/VENDOR

The Vendor/Developer/Promoter hereby represents and warrants to the PURCHASER/S/ALLOTTEE as follows:

- i. The Vendor/Developer/Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Vendor/Developer/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;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report.
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Vendor/Developer/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Vendor/Developer/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/ALLOTTEE created herein, may prejudicially be affected;

vii. The Vendor/Developer/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of PURCHASER/S/ALLOTTEE under this Agreement.

viii. The Vendor/Developer/Promoter confirms that the Vendor/Developer/Promoter is not restricted in any manner whatsoever from selling the said Apartment to the PURCHASER/S/ALLOTTEE in the manner contemplated in this Agreement.

ix. At the time of execution of the conveyance deed of the structure to the association of PURCHASER/S/ALLOTTEEs the Vendor/Developer/Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the PURCHASER/S/ALLOTTEEs;

x. The Vendor/Developer/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 project 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 Vendor/Developer/Promoter in respect of the project land and/or the Project except those disclosed in the title report.

36. The PURCHASER/S/ALLOTTEE/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendor/Developer/Promoter as follows:

i. To maintain the Apartment at the PURCHASER/S/ALLOTTEE's own cost in good and tenable repair and condition from the date the possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the PURCHASER/S/ALLOTTEE in this behalf, the PURCHASER/S/ALLOTTEE 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 Apartment in the same condition, state and order in which it was delivered by the Vendor/Developer/Promoter to the PURCHASER/S/ALLOTTEE and shall not do or suffer to be done anything

in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the PURCHASER/S/ALLOTTEE committing any act in contravention of the above provision, the PURCHASER/S/ALLOTTEE 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 Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Vendor/Developer/Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Vendor/Developer/Promoter within fifteen days of demand by the Vendor/Developer/Promoter, his share of security deposit, any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the PURCHASER/S/ALLOTTEE for any purposes other than for purpose for which it is sold.

ix. The PURCHASER/S/ALLOTTEE shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the PURCHASER/S/ALLOTTEE to the Vendor/Developer/Promoter under this Agreement are fully paid up.

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

37. The Vendor/Developer/Promoter shall maintain a separate account in respect of sums received by the VENDOR/DEVELOPER/PROMOTER from the PURCHASER/S/ALLOTTEE as advance or deposit, sums received on account of the share capital for the promotion of the maintenance Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

38. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The

PURCHASER/S/ALLOTTEE shall have no claim save and except in respect of the Apartment along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or un-allotted inventory shall continue to remain the property of the Vendor/Developer/Promoter until sold/allotted.

39. Vendor/Developer/Promoter SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Vendor/Developer/Promoter executes this Agreement he shall not mortgage or create a charge on the 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/ALLOTTEE who has taken or agreed to take such Apartment.

40. BINDING EFFECT

Forwarding this Agreement to the PURCHASER/S/ALLOTTEE by the Vendor/Developer/Promoter does not create a binding obligation on the part of the Vendor/Developer/Promoter or the PURCHASER/S/ALLOTTEE until, firstly, the PURCHASER/S/ALLOTTEE 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/ALLOTTEE and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the Vendor/Developer/Promoter. If the PURCHASER/S/ALLOTTEE(s) fails to execute and deliver to the Vendor/Developer/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the PURCHASER/S/ALLOTTEE and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor/Developer/Promoter, then the Vendor/Developer/Promoter shall serve a notice to the PURCHASER/S/ALLOTTEE for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the PURCHASER/S/ALLOTTEE, application of the PURCHASER/S/ALLOTTEE shall be treated as cancelled and all sums deposited by the PURCHASER/S/ALLOTTEE in connection therewith including the booking amount shall be returned to the

PURCHASER/S/ALLOTTEE without any interest or compensation whatsoever.

41. ENTIRE AGREEMENT

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

42. RIGHT TO AMEND

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

43. PROVISIONS OF THIS AGREEMENT APPLICABLE TO
PURCHASER/S/ALLOTTEE/SUBSEQUENT
PURCHASER/S/ALLOTTEES

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

44. 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.

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

Wherever in this Agreement it is stipulated that the PURCHASER/S/ALLOTTEE has to make any payment, in common with other PURCHASER/S/ALLOTTEE(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective PURCHASER/S/ALLOTTEES.

46. 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.

47. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Vendor/Developer/Promoter through its authorized signatory at the BUILDER/VENDOR's Office, or at some other place, which may be mutually agreed between the Vendor/Developer/Promoter and the PURCHASER/S/ALLOTTEE, after the Agreement is duly executed by the PURCHASER/S/ALLOTTEE and the Vendor/Developer/Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

48. The PURCHASER/S/ALLOTTEE and/or Vendor/Developer/Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Vendor/Developer/Promoter will attend such office and admit execution thereof.

49. That all notices to be served on the PURCHASER/S/ALLOTTEE and the Vendor/Developer/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the PURCHASER/S/ALLOTTEE

or the Vendor/Developer/Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of PURCHASER/S/ALLOTTEE: _____

(PURCHASER/S/ALLOTTEE's Address): _____

Notified Email ID: _____

Vendor/Developer/Promoter name:

M/S STALWART REALTY, a partnership firm established under the Indian Partnership Act 1932, having its office at 5th and 6th floor, Smit Vandan Building, above IndusInd bank , Near Taj Vivanta, St. Inez", Panaji, Goa, duly represented in this act by its Partner and Power of Attorney holder, **MR. SHRIPAD SINAI ADWALPALKAR**

Notified Email ID: legal.adwalpalkars@gmail.com

It shall be the duty of the PURCHASER/S/ALLOTTEE and the Vendor/Developer/Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor/Developer/Promoter or the PURCHASER/S/ALLOTTEE, as the case may be.

50. JOINT PURCHASER/S/ALLOTTEES

That in case there are Joint PURCHASER/S/ALLOTTEES all communications shall be sent by the Vendor/Developer/Promoter to the PURCHASER/S/ALLOTTEE 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 PURCHASER/S/ALLOTTEES.

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

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

53. GOVERNING LAW

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

52. The vendor/ developer is not receiving more than 10% of consideration amount till the said agreement is duly registered.

53. The Said Flat/shop shall not be subject matter of OYO and Airbnb advertisements.

54. Goods & Service tax or any other Government taxes shall be paid as per the changes made by government authorities and will be binding on the Purchaser/s to pay the same. Developer shall not inform the Purchaser/s about the changes in taxation levy as it is known in general.

55. TDS, as applicable and if applicable, has to be paid by the Purchaser/s and after payment of the same, copy of TDS certificate has to be submitted to the Builder.

56. The said Scheduled property is Non Agricultural property. This document and transaction is complying with Foreign Exchange Management Act 1999 and Reserve Bank of India guidelines. The Office of Civil Registrar Cum Sub Registrar Tiswadi shall not be Responsible if the parties violate FEMA and RBI guidelines. All the payments have been done by the parties through proper banking channels only. (In case of NRI clients)

SCHEDULE - I**(Hereinabove referred to as the Said Entire Property)**

All that property admeasuring an area of 2616 Sq. Mtrs., bearing Chalta No.39 of P.T. Sheet No.149 of the City survey Panaji situated within the jurisdiction of Panaji Municipal Council, Taluka Tiswadi, District of North Goa, State of Goa, and registered under inscription No.21,040 at page No.111(reverse) of Book No.B-56 (new series) and described under No.21,040 at page 111(reverse) of Book No.B-56 (new series) enrolled in the Taluka Revenue Office of Ilhas at Panaji under Matriz No. 491 (1491) and bounded as under:-

East : by Panaji Dona Paula road

West : by portion of the same property

North : by access road

South : by proposed road

SCHEDULE - II**(Hereinabove referred to as the Said Property)**

All that property admeasuring an area of 1408.62 Sq. forming part of the Said entire property and bounded as under:-

East : by Panaji Dona Paula road

West : by portion of the same property

North : by access road

South : by proposed road.

SCHEDULE - III**(Description of the Apartment/Flat)**

ALL THAT said Apartment/Flat bearing No....., situated on theFloor, admeasuring an area ofsq. mtrs., of the Block '.....', in the complex named "STALWART" along with one car

parking and with undivided right, title and interest in the said property proportionate to the super built-up area of the said apartment located in the property more particularly described in Schedule- I hereinabove written.

SCHEDULE -IV

(MODE OF PAYMENT)

On booking & signing	Rs...../-
On Completion of Plinth	Rs...../-
On Completion of Ground/Stilt Floor Slab	Rs...../-
On Completion of 1 st slab	Rs...../-
On Completion of 2 nd slab	Rs...../-
On Completion of 3 rd slab	Rs...../-
On Completion of 4 th slab	Rs...../-
On Completion of 5 th slab	Rs...../-
On Completion of 6 th slab	Rs...../-
On Completion of 7 th slab	Rs...../-
On Completion of 8 th slab	Rs...../-
On Commencement of Masonry	Rs...../-
On Commencement of Electrical Wiring	Rs...../-
On Commencement of Internal Plaster	Rs...../-
On Commencement of Plumbing	Rs...../-
On Commencement of External Plaster	Rs...../-
On Commencement of External Paint	Rs...../-
On Commencement of Tiling	Rs...../-
On Commencement of wood work	Rs...../-

On Commencement of External Windows	Rs...../-
On Commencement of Internal Paint	Rs...../-
On Handing over	Rs...../-
<hr/>	
TOTAL	Rs...../-
(Rupees Forty Three Lakhs Only)	

SCHEDULE - V

(SPECIFICATION OF THE SAID APARTMENT)

1) STRUCTURE:

The Structure shall be ground plus seven floors with RCC frames as per designs approved by the authorities.

2) WALLS:

The external walls shall be of 23 cm. laterite or concrete/clay blocks and internal wall in single brick type masonry in cement mortar.

3) FLOORING:

a) Living room, Dining room, Kitchen, Bedroom, Utility – Vitrified tiles of reputed brand.

b) Master Bedroom –Wood finish tiles of reputed brand.

c) Bathroom – Anti – skid matt tiles of reputed brand

d) Wall tiling in Bathrooms –Tiles of reputed brand.

4) FITTINGS:

a) Sanitary Fittings – of reputed brand.

b) Bath Fittings – of reputed brand.

c) Electrical Fittings – of reputed brand.

5) PAINT:

Premium paints – of reputed brand

6) DOORS:

a) Entrance Door – Door with Teak wood finish on both sides.

b) Internal Doors – flush doors.

7) WINDOWS:

aluminium sliding windows.

Toilet window will be powder coated aluminum adjustable louvers with 4 mm frosted glass.

8) ELECTRICAL INSTALLATION:

(ACCORDING TO BHK, THE ELECTRICAL PHASE WILL BE .i.e 1/2/3 phase)

3 phase electrical connection with premium quality concealed wiring and modular switches of Anchor Roma or equivalent brand.

The installation shall be in concealed wiring as follows:

i) Bedroom:

All bedrooms will have 2 light points, 1 fan point, 1 AC point and 3 5AMP points.

ii) Living/Dining:

4 light points, 2 fan points, 1 T. V. point, 3 5AMP points, 1 telephone point, 1 bell point.

iii) Kitchen:

2 light points, 2 15AMP points, 2 5 AMP points, 1 5 AMP point for water purifier. 1 washing machine point, 5 AMP plug point for exhaust.

iv) Toilet:

2 light points, 1 15amp power point for geyser, 5amp plug point for exhaust.

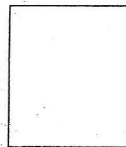
9) **WATER TANK:** A common underground sump with common electric pump and a common overhead tank will be provided.

10) **AMENITIES:** i) 24 hour security, ii) Secured gated complex with a compound wall, iii) internal Driveway, iv) Basement car park, v) Lifts in every Block, vi) Generator power back up for lift.

11) Kitchen Platform of 3 mts length will be provided and 2 feet width with kitchen dado with 2 feet height including kitchen sink.

IN WITNESS WHEREOF the parties hereinabove have set and subscribe their respective hands on the day, month and year hereinabove mentioned.

**SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED
"BUILDER/VENDOR/PROMOTER" "M/S STALWART
REALTY" THROUGH ITS partner MR. SHRIPAD SINAI
ADWALPALKAR.**



MR. SHRIPAD SINAI ADWALPALKAR.

LEFT HAND FINGER PRINTS

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RIGHT HAND FINGER PRINTS

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**SIGNED AND DELIVERED BY THE WITHIN NAMED
PURCHASER/S/ALLOTTEES**

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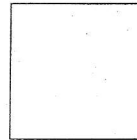
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LEFT HAND FINGER PRINTS

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RIGHT HAND FINGER PRINTS

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**SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED
OWNERS/CONFIRMING PARTIES at serial no. 1&2 represented by their
POA MR.VAMAN SUBRAI NADKARNI**



MR.VAMAN SUBRAI NADKARNI

LEFT HAND FINGER PRINTS

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RIGHT HAND FINGER PRINTS

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In the presence of witnesses:

1. _____

2. _____