

## **DRAFT AGREEMENT**

### **AGREEMENT FOR SALE**

This **AGREEMENT FOR SALE** is executed at Mormugao Taluka and Registration Sub District of Mormugao, District South-Goa, State of Goa, on this \_\_\_\_, day of \_\_\_\_, 2019.

### **BETWEEN**

\_\_\_\_\_ a sole proprietary concern represented by its sole proprietor of \_\_\_\_\_, son of late \_\_\_\_\_, age \_\_\_\_ years, Businessman, Married, having his office at \_\_\_\_\_, bearing Pan Card No. \_\_\_\_\_ and Aadhar Card No. \_\_\_\_\_ Phone Number \_\_\_\_\_, email address: \_\_\_\_\_, hereinafter referred to as “**THE PROMOTER**”, (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his heirs, legal representatives, administrators, executors, successors in title and assigns) **of the FIRST PART.**

**AND**

\_\_\_\_\_, a Co-operative Housing Society having its Office \_\_\_\_\_hereinafter referred to as “**THE LANDOWNER**” (which expression shall mean and include all the member of the Society, its Successors in title and assigns) **of the SECOND PART.**

(The Land Owner is represented herein by its Attorney Mr. \_\_\_\_\_, the promoter herein duly constituted vide Power of Attorney dated \_\_\_\_\_ duly registered in the office of the Sub Registrar of Mormugao under Registration no. \_\_\_\_\_)

**AND**

Mr./Miss./Mrs.\_\_\_\_\_, son/daughter/wife of \_\_\_\_\_, \_\_\_\_ years old, \_\_\_\_\_, \_\_\_\_\_, Indian National, presently residing at \_\_\_\_\_, having Pan No. \_\_\_\_\_, Aadhar Card No. \_\_\_\_\_,Phone Number \_\_\_\_\_, email address: \_\_\_\_\_, hereinafter referred to as “**THE ALLOTTEE**” (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her

heirs successors, legal representatives and assigns) **of the  
THIRD PART.**

**WHEREAS: -**

1. The property **“ZORICHEM CULAGOR”** or **“RAMACHI”** PATOLI” described in Schedule (I) hereunder and herein after called “the said property” was originally owned by one Fr. Sinforiano Constantino Caetano Dias who had no living ascendants or descendants, who died leaving a Will dated 04/01/1926 in which he appointed as his testamentary heirs Ms. Maria Virginia Cecilia de Piedade Dias, Ms. Maria Amanda Amelia Dias and Mr. Jose Aleixo do Carmo Dias which “will” contained a fidei commissary clause to the effect that Ms. Maria Virginia Cecilia de Piedade Dias and Ms. Maria Amanda Amelia Dias would preserve the said property for the third heir Mr. Jose Aleixo do Carmo Dias during their life time or till they got married;
2. Ms. Maria Virginia Cecilia de Piedade Dias got married and thereupon ceased to be the testamentary heiress of the said testator as per the conditions of the Will;
3. Mr. Jose Aleixo do Carmo Dias died bachelor on 10/12/1973 without any ascendants or descendants and as

a result the entire property of the testator devolved on Ms. Maria Amanda Amelia Dias;

4. Ms. Maria Amanda Amelia Dias died on 08/02/1980 without any ascendants or descendants but leaving a Will where under she appointed one Mr. Francisco Xavier da Silva Moniz as her universal heir and thus the said property came to be inherited by the said Mr. Francisco Xavier da Silva Moniz;

5. The said property was eventually surveyed in the name of Mr. Francisco Xavier da Silva Moniz who sold the portion thereof area of 1606 sq. mts. surveyed under chalta no.35 of the P.T. Sheet no. 145 to the following persons: -

i) Mr. Hanumant Pednekar, ii) Mrs. Savita Pednekar, iii) Mr. Gajanan G. Honawarkar, iv) Mr. Amarnath Surlikar v) Mr. Deepak Surlikar vi) Mr. Ashok Surlikar and vii) Mr. Mohan Kambli.

6. The said sale was effected by Deed of Sale dated 16/10/1989 duly registered in the Office of Sub-Registrar of Mormugao at Vasco da Gama Goa on 17/11/1989 under no. 450 at pages 234 to 252;

7. By another Deed of Sale dated 24/10/1989 duly registered in the Office of Sub-Registrar of Mormugao at Vasco da Gama Goa on 15/11/1989 under no. 446 at pages 195 to 214, of Book No. I, Volume no.38, Mr. Francisco Xavier da Silva Moniz sold another portion of area 3164sq.mts. of the said property surveyed under Chalta no.36 of the P.T. Sheet no. 145 to the following persons: -

i)Mr. Baburao Naik, ii) Mr. Damodar Shettigar, iii)Mr.Sitarm Naik, iv) Mr. Ganesh Zantye, v) Mrs. Sital Ramesh Rane, vi)Mr. Deelip Y. Shet, vii) Mr. Subhash Gaonkar, viii)Mr. Pradeep J. Naik, ix) Mr. Laxmikant R. Chodankar, x)Mr. Nivruthi V. Wagmode, xi)Mr. Keshav Y. Bhoi, xii)Mr. Pandurang Korgaonkar, xiii) Mr. Dilip G. Naik and xiv)Mr. Prakash Tanavade.

8. Later on Mr. Laximant R. Chodankar sold his undivided share in the same portion bearing chalta nos. 36 of P. T. Sheet No. 145 to Mr. Ajay Avadhoot Tanawade vide Deed of Sale dated 14/03/1995 duly registered in the Office of Sub-Registrar of Mormugao at Vasco da Gama Goa on 23/03/1995 under no. 135 at pages 341 to 354;

9. Mutation was duly then carried out and the names of all the said purchaser/s brought on the record of rights;

**10.** The record indicates that one Mr. Fausto Dias and others had challenged the said acquisition of title to the property by Mr. Francisco Xavier da Silva Moniz but the said challenge was finally withdrawn on certain amicable terms and thus the title conveyed by Mr. Francisco Xavier da Silva Moniz to the above purchaser/s stood confirmed;

**11.** All the said purchasers in the above mentioned three Deeds of Sale then jointly sold both the said portions namely the one under chalta no.35 of the P.T. Sheet 145 as well as the one under Chalta no.36 of the P.T. Sheet no. 145 to Ramodaya Co-operative Housing Society Ltd. vide Conveyance Deed dated 17/10/2011 duly registered in the Office of Sub-Registrar of Mormugao at Vasco da Gama Goa on 18/11/2011 under no. 1487 at pages 66 to 95, of Book No.I, Volume no.1329;

**12.** Thus the Ramodaya Co-operative Housing Society Ltd. acquired clear and marketable title to the said property comprising of two separate chalta numbers totally admeasuring 4770sq.mts.;

**13.** The said landowner Society had earlier entered into a memorandum of understanding dated 16<sup>th</sup> May 2016 and permitted construction of Residential Cum commercial building project on the said property described in the Schedule (I) hereunder written;

**14.** Pursuant to the said Memorandum of Understanding, the Following Licenses and permissions have thereafter been obtained from various Authorities by the Promoter till date with respect to the project to be set up on the land bearing chalta no.36 of P.T. Sheet no.145 which land is Separately described in the Schedule (II) hereunder written and hereinafter called “The Project Land”:-

- a) Development permission from Mormugao Planning and Development authority ref: No MPDA/I-R-224/2017-18 1355 dated 16/03/2018.
- b) Construction Licence from Mormugao Municipal Council, Vasco Da Gama Ref: 10/2018 dated 07/06/2018
- c) Sanad from Office of Collector, South Goa District Margao Ref No: COL/SG/CONV/91/2016/4168 dated 02.04.2018 for 1606.00 Sq. mts area
- d) Sanad from Office of Collector, South Goa District Margao Ref No: COL/SG/CONV/92/2016/4167 dated 02.04.2018 for 2834.00 Sq. mts area

- e) Fire NOC from Directorate of Fire and Emergency Service dated DFES/EP/C/3/18-19/108 dated 21.06.2018.
- f) Forest NOC from Tree Officer – Cum–Dy. Conservation of Forests Government of Goa Forest Departments Ref No: 3/3/27/2018-19/SGF/379 dated 22.06.2018.
- g) Health NOC from Urban Health Centre Ref No. UHCV/NOC/18/19/133 dated 20.04.2018.
- h) Sewerage NOC from Assistant Engineer Sub- Division Public Work Department Baina Vasco Da Gama Ref: AEII/WDXXI/F.43/21/18-19 dated 09/04/2018.
- i) Electricity NOC from Office of the Sub-Division Engineer Electricity Department, AE/VSG/O&M/SD-I(U)/ Tech-33/222/18-19 dated 19.04.2018

However, no permissions or Licenses have been obtained till date with respect to land bearing Chalta no. 35 of P.T. Sheet no.145 which does not form part of the Project Land.

15. Under Agreement of Sale and Development dated 21-06-2019 duly registered before Sub Registrar of Mormugao under Book-1 Document Registration No. MOR-1-3-1272-2019, dated 24-06-2019. The **RAMODAYA CO-OPERATIVE HOUSING SOCIETY LIMITED**, a Co-operative Housing

Society having its Office at Vaddem, Vasco Da-Gama Goa, duly registered under Registration no. HSG-(A) 35/South Goa/90 dated 27/09/1990 being **"THE LANDOWNER"** agreed for sale cum Development SAID PROPERTY comprising of the said two plots under chalta no. 35 and 36 of P. T. Sheet no.145 with M/S. Vrunda Builder being the PROMOTER and also handed over the possession of both the said plots to the PROMOTER.

16. The Architect Mr. Sahish S. Khandeparkar, having TCP Reg. no. AR/0052/2010 ,X-5,A-1,Jairam complex, Rua De Ourem, Panaji-Goa has issued an Estimate for Construction of a Residential Cum Commercial Building on the Project Land bearing Chalta No. 36 of P.T. Sheet no. 145 of Mormugao Taluka;
17. The Sub Registrar of Mormugao-Goa has issued a Nil Encumbrance Certificate for the said property bearing Chalta No. 36 of P.T. Sheet no. 145 of Mormugao under Certificate no.95 of 2017 dated 15/02/2017;
18. The PROMOTER has appointed a structural Engineer Mr. Paresh Gaitonde, having registration no. ER/0057/2010 from Panaji-Goa for the preparation of the structural design

and drawings of the buildings and the PROMOTER accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/s;

**19.** The Landowner and the PROTOMER have now entered into an agreement for Sale and Development dated 21/06/2019 duly registered in the office of the Sub Registrar of Mormugao under No.MOR-1-1272-2019 a copy of which is **annexed hereto** where under the PROTOMER has been given sole and exclusive right to develop Project Land the said property and sell the Premises/Shops/Flats in the said building/s to be constructed by the PROMOTER on the project land and to enter into Agreement/s with the ALLOTTEE/s of the flats or premises in the Project and to receive the sale consideration in respect thereof save and except those premises agreed to be constructed for and allotted to the Landowner;

**20.** The PROMOTER, accordingly, is carrying out the construction of a said project identified as **“VRUNDA VALLEY”** comprising of Block A & Block B Buildings, having stilts/Shops and Upper Floors as detailed in the approved plans;

- 21.** On demand from the ALLOTTEE, the PROMOTER and the Landowner has given inspection to the ALLOTTEE of all the documents of title relating to the project land and the plans, designs and specifications prepared by the PROMOTER'S Architect Mr. Sahish S. Khandeparkar, 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 there under, and the ALLOTTEE acknowledges the receipt of the same;
- 22.** The authenticated copies of Certificate of Title issued by Adv. Viraj Timble having his Office at F08 Atmaram Complex, Dr. A. B. Road, Panaji-Goa 403001; showing the nature of the title of the PROMOTER and the Landowner to the project land on which the Flats/Shops are constructed or are to be constructed has been annexed as "Annexure I" hereto;
- 23.** Authenticated copies of Form I & XIV or any revenue record showing nature of the title of the LANDOWNER to the project land is annexed hereto and marked as "ANNEXURE II";

- 24.** The authenticated copies of the plans of the Layout as approved by the concerned Competent Authority have been annexed “Annexure III” hereto;
- 25.** The authenticated copies of the plans of the Layout as proposed by the PROMOTER and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto as “Annexure IV;
- 26.** The authenticated copies of the plans and specifications of the said flat agreed to be purchased by the ALLOTTEE, as sanctioned and approved by the competent authority has been annexed hereto as Annexure V;
- 27.** The Developer / Landowner have registered the said project on the Project Land with the Real Estate Regulatory Authority at Panaji, Goa under No. \_\_\_\_\_, a copy whereof is attached at Annexure VI;
- 28.** The PROMOTER has got the aforesaid approvals as detailed above from the concerned competent authorities 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;

**29.** While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the PROMOTER while developing the project land and the said building and upon due observance and performance of which only the completion or Occupancy Certificate in respect of the said building/s shall be granted by the concerned local authority which the Promoter agrees to comply with and perform;

**30.** The PROMOTER has accordingly commenced construction of the said building/s in accordance with the said proposed plans;

**31.** The ALLOTTEE has approached the PROMOTER for purchase of a flat no. \_\_\_\_\_ on \_\_\_\_\_ floor situated in the building no. \_\_\_\_\_ being constructed in the said project which flat is more particularly described in the Schedule (III) hereunder written and hereinafter called “the said flat”, which is also for better clearness delineated on the plan thereof annexed hereto and is marked thereon with red colored lines;

32. The carpet area of the said flat is \_\_\_\_\_ sq.mts.

and "Carpet Area" means the net usable floor area of a said flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said flat for exclusive use of the ALLOTTEE or verandah area and exclusive open terrace area appurtenant to the said flat for exclusive use of the ALLOTTEE, but includes the area covered by the internal partition walls of the said flat;

33. 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;

34. Prior to the execution of these presents the ALLOTTEE has paid to the PROMOTER a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only), being part payment of the Sale consideration of the said flat agreed to be sold by the PROMOTER to the ALLOTTEE as advance payment or Application Fee (the payment and receipt whereof the PROMOTER hereby admit and

acknowledge) and the ALLOTTEE has agreed to pay to the PROMOTER the balance of the sale consideration in the manner hereinafter appearing at Schedule no.(IV) hereunder;

**35.** The PROMOTER and the Landowner have 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 no.\_\_\_\_\_;

**36.** Under section 13 of the said Act the PROMOTER and the Landowner are required to execute a written Agreement for Sale of said flat with the ALLOTTEE, being in fact these presents and also to register said Agreement under the Registration Act, 1908 (Central 16 of 1908) which is accordingly being done;

**37.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the PROMOTER hereby agrees to sell and the ALLOTTEE hereby agrees to purchase the said flats;

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

1. The PROMOTER is constructing the said building/s consisting of Basement, stilt, upper ground floor, First to Seven floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time;

Provided that the PROMOTER shall have to obtain prior consent in writing of the ALLOTTEE in respect of variations or modifications which may adversely affect the said flat of the ALLOTTEE except (i) any alteration or addition required by any Government authorities or due to change in law or (ii) the PROMOTER may make such minor additions or alterations as may be required by the ALLOTTEE/Purchaser/s (Provided letter to promoter with extra charges as per changes), or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the Architect or Engineer.

1(a) The ALLOTTEE hereby agrees to purchase from the PROMOTER and the PROMOTER hereby agrees to sell to

the ALLOTTEE the said flat no. \_\_\_\_\_ on the \_\_\_\_\_ floor of building no. \_\_\_\_\_ of “ \_\_\_\_\_ ” having a carpet area admeasuring \_\_\_\_\_sq.mts. the said flat shall also have an exclusive carpet area of balcony admeasuring \_\_\_\_\_sq.mts. as described in the Schedule (III) hereunder written and as shown in the floor plan annexed hereto and marked thereon with red colored Lines for the consideration of Rs. \_\_\_\_\_ which includes the proportionate incidence of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule (V) hereinafter written. The super built up area mentioned in the Agreement is just for knowledge and convenience of the parties;

1(b) The total consideration amount for the said flat is Rs. \_\_\_\_\_/-

1(c) i) The above said sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_Only) includes the cost of the construction of the said unit and also the cost of the incidence of land proportionate to the carpet area of the said flat;

1(c)ii) If the ALLOTTEE commits default in observing and performing any of the terms and conditions of this Agreement, the 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 PROMOTER shall, However, on such termination, refund to the ALLOTTEE the amounts, if any, which may have till then been paid by the ALLOTTEE to the PROMOTER, after forfeiting an amount of Rs.2, 00,000/- (Rupees Two Lakh Only) or 10% of the total amount excluding taxes paid to the PROMOTER till such termination (Which is higher) and the amount taxes paid by the Promoter and interest thereon;

1(d) The total price above excludes Taxes (consisting of tax paid or payable by the 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 PROMOTER) up to the date of handing over the possession of the said flat;

1(e) 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 PROMOTER undertakes and agrees that while raising a demand on the ALLOTTEE for increase in development charges, cost, or levies imposed by the competent authorities etc., the PROMOTER shall enclose the said Notification/Order/Rule/Regulation/Published/Issued in that behalf to that effect along with the demand letter being issued to the ALLOTTEE, which shall only be applicable on subsequent payments;

1(f) The PROMOTER may allow, in his sole discretion, a rebate for early payments of equal installments payable by the ALLOTTEE on such terms and conditions as the parties may mutually agreed upon. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an ALLOTTEE by the PROMOTER;

1(g) The PROMOTER shall confirm the final carpet area that has been allotted to the ALLOTTEE after the construction of the building is complete and the 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 PROMOTER. If there is any reduction in the carpet area within the defined limit then PROMOTER shall refund the excess money paid by 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 ALLOTTEE. If there is any increase in the carpet area allotted to ALLOTTEE, the PROMOTER shall demand additional amount from the 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 clause 1(a) of this Agreement;

1(j)           The ALLOTTEE authorizes the 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 PROMOTER may in its sole discretion deem fit and the ALLOTTEE undertakes not to object/demand/direct the PROMOTER to adjust his payments on any manner;

2.1           The PROMOTER hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said flat to the ALLOTTEE, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the said flat;

2.2           The PROMOTER shall abide by the time schedule for completing the project and handing over the said flat to the ALLOTTEE and the common areas to the association of the ALLOTTEES after receiving the occupancy Certificate or the completion Certificate or both, as the case may be subject to all the ALLOTTEES have paid all the consideration and other sums due and payable to the

PROMOTERs as per the agreement. Similarly, the 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 PROMOTER as provided in clause 1(c) herein above. ("Payment Plan"). Both the above matters are of essence on the part of Promoter as also the ALLOTTEE;

3. The PROMOTER hereby declares that the Floor Area Ratio available as on date in respect of the project land is \_\_\_\_\_sq.mts. and PROMOTER has planned to utilize Floor Area Ratio by availing FAR available. The PROMOTER has disclosed the Floor Space Index for proposed project to be utilized by him on the project land in the said Project and ALLOTTEE has agreed to purchase the said flat based on the proposed construction and sale of said flat to be carried out by the PROMOTER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to PROMOTER only. The PROMOTER reserves his right to revise the existing permission to add the units on existing structure and also make aware to the purchasers/ALLOTTEEs about this fact and the ALLOTTEE/Purchaser/s has given the consent at the time of

booking/confirming of allotment execution of this Agreement only for such revision;

4.1 If the PROMOTER fails to abide by the time schedule for completing the project and handing over the said flat to the ALLOTTEE, the PROMOTER agrees to pay to the ALLOTTEE, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the ALLOTTEE, for every month of delay, till the handing over of the possession. The ALLOTTEE agrees to pay to the PROMOTER, interest as specified in the Rules, on all the delayed payment which become due and payable by the ALLOTTEE to the PROMOTER under the terms of this Agreement from the date the said amount is payable by the ALLOTTEE to the PROMOTER;

4.2 Without prejudice to the right of PROMOTER to charge interest in terms of sub clause 4.1 above, on the ALLOTTEE committing default in payment on due date of any amount due and payable by the ALLOTTEE to the PROMOTER under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the ALLOTTEE

committing three defaults of payment of installments, the PROMOTER may at his own option terminate this Agreement provided that, PROMOTER shall give notice of fifteen days in writing to the ALLOTTEE, by Registered Post AD at the address provided by the ALLOTTEE and mail at the e-mail address provided by the 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 ALLOTTEE fails to rectify the breach or breaches mentioned by the PROMOTER within the period of notice then at the end of such notice period, PROMOTER shall be entitled to terminate this Agreement. The PROMOTER shall, however, on such termination, refund to the ALLOTTEE the amounts, if any, which may have till then been paid by the ALLOTTEE to the PROMOTER, after forfeiting an amount of Rs.2,00,000/- (Rupees Two Lakhs Only) or 10% of the total amount excluding taxes paid to the PROMOTER (whichever is higher) and the amount of taxes paid;

Provided further that upon termination of this Agreement as aforesaid, the PROMOTER shall refund to the ALLOTTEE (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be

payable to PROMOTER as aforesaid) within a period of sixty days of the termination, and the PROMOTER shall not be liable to pay to the ALLOTTEE any interest on the amount so refunded;

5. 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 PROMOTER in the said building and the said flat as are set out in Schedule (V) herein;

6. The PROMOTER shall give possession of the said flat to the ALLOTTEE within 42 (forty two) months from the date of execution of this agreement extension of 6 months if the PROMOTER fails or neglects to give possession of the said flat to the ALLOTTEE on account of reasons beyond his control and of his agents by the aforesaid date then the PROMOTER shall be liable on demand to refund to the ALLOTTEE the amounts already received by him in respect of the said flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the PROMOTER received the sum till the date the amounts and interest thereon is repaid;

Provided that the PROMOTER shall be entitled to reasonable extension of time for giving delivery of said flat on the aforesaid date, if the completion of building in which the said flat 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) Non-availability of cement, steel or other building material, water or electric supply/connection or drainage/sewerage connection or labour etc. or delay on account of the following:

Minor or major Fire or explosion or accident at the site not caused due to any negligence by the Owner/Developer/PROMOTER; or Strikes or agitation by the workers, employees or laborers of the Owner/Developer/PROMOTER or the contractors or supplies; or Government seizures of the equipment and/or plant of the building Any judgment of a competent court or any legislation or regulation or statutory or regulatory change of a governmental entity prohibiting the performance of this Agreement;

Delay in issue of the occupation certificate and/or grant of any no Objection Certificate, Permission, Approval, Sanction, License and/or order as may be required in respect of the said unit for reasons not attributable to the Owner/Developer/PROMOTER;

Act of interference or action by Civil or military authorities, act of terrorism, or act of a public enemy, acts of belligerents or foreign enemies, riots, blockages, Civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power;

The Owner/Developer/PROMOTERS shall wherever, it is necessary, intimate the authority and the ALLOTTEE in this regard;

The Owner/Developer/PROMOTER shall not be liable to pay any compensation to the Purchaser/ALLOTTEE for delay on any account of the abovementioned reasons & or situations or conditions;

7.1(A) Procedure for taking possession-The PROMOTER, upon obtaining the Occupancy Certificate from the competent authority and the payment made by the ALLOTTEE as per the agreement shall offer in writing the possession of the said flat, to the ALLOTTEE in terms of this Agreement to be taken within one month from the date of issue of such notice and the PROMOTER shall give possession of the said flat to the ALLOTTEE. The PROMOTER agrees and undertakes to indemnify the ALLOTTEE in case of failure of fulfillment of any of the provisions, formalities, documentation or part of the PROMOTER. The ALLOTTEE agree(s) to pay the maintenance charges as determined by the PROMOTER or association of ALLOTTEEs, as the case may be. The PROMOTER on its behalf shall offer the possession to the ALLOTTEE in writing within 7(Seven days of receiving the Occupancy Certificate of the project;

7.2 The ALLOTTEE shall take possession of the said flat within 15days of the written notice from the PROMOTER to the ALLOTTEE intimating that the said flats are ready for use and occupancy;

7.3 Failure of ALLOTTEE to take possession of said flat upon receiving a written intimation from the PROMOTER as per clause 7.1, the ALLOTTEE shall take possession of the said flat from the PROMOTER by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the PROMOTER shall give possession of the said flat to the ALLOTTEE. In case the ALLOTTEE fails to take possession within the time provided in clause 7.2, such 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;

7.4 If within a period of five years from the date of handing over the said flat to the ALLOTTEE , the ALLOTTEE brings to the notice of the PROMOTER any structural defect in the said flat or the building in which the said flat are situated or any defects on account of workmanship, quality or provision of service, then, (excluding wear and tear and misuse) wherever possible such defects (unless caused by or attributable to the ALLOTTEE) shall be rectified by the PROMOTER at his own cost and in case it is not possible to

rectify such defects, then the ALLOTTEE shall be entitled to receive from the PROMOTER, compensation for such defect in the manner as provided under the Act. In case the allotted carry out any work within the said flat after taking possession, and has made internal/external changes on the unit or in the materials used therein, resulting in cracks and dampness or any other defect within or to the adjoining said flat/s, then in such an event the PROMOTER shall not be liable to rectify or pay compensation. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work;

8. The ALLOTTEE shall use the said flat 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;

9(i) The ALLOTTEE along with other ALLOTTEE(s) of said flats in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the 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 or Limited Company and for becoming a member, including the bye-laws of the proposed society and duly fill in, sign and return to the PROMOTER with seven days of the same being forwarded by the PROMOTER to the ALLOTTEE, so as to enable the PROMOTER to register the common organization of ALLOTTEE. No Objection shall be taken by the ALLOTTEE if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other competent Authority;

(ii) The Amount so paid to the ENTITY shall be kept by the ENTITY in any bank in a Fixed Deposit or held in such manner as may be decided in the General Body Meeting of the ENTITY and the interest thereon shall be used to meet the painting, repairs and maintenance in the manner decided by the ENTITY;

(iii) If the PROMOTER and/or the ENTITY are of the opinion that the yield on amount as mentioned hereinabove is not going to be sufficient to meet the expenses for

painting, repairs and maintenance the PROMOTER and/or the ENTITY are authorized to increase the aforesaid deposit with prior intimation to the ALLOTTEE and the ALLOTTEE shall pay the same within 15days from the date of such intimation;

9.1 Within 15 days after notice in writing is given by the PROMOTER to the ALLOTTEE that the said flat is ready for use and occupancy, the ALLOTTEE shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said flat) 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, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association of ALLOTTEES is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the ALLOTTEE shall pay to the PROMOTER such proportionate share of outgoings as may be determined. The ALLOTTEE'S share is so determined the ALLOTTEE shall pay to the PROMOTER provisional monthly/yearly

contribution of Rs.18, 000/- per annum for one bedroom flat and Rs.24, 000/- per annum for two bedroom flat towards the outgoings. The ALLOTTEE undertakes to pay such provisional yearly contribution and such proportionate share of outgoings before taking possession of the said flat for the first year and within 15days of demand for subsequent years 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 ALLOTTEE shall be regarded as the default on the part of the ALLOTTEE and shall entitle the PROMOTER to charge interest on the dues, in accordance with the terms and conditions contained herein;

10. The ALLOTTEE shall on or before delivery of possession of the said premises keep deposited with PROMOTER, the following amounts: -

(i) Rs. 510/-.....for share money, application entrance fee of the Society or Limited Company/Federation/Apex body;

(ii) Rs.25, 000/- for non-refundable deposit towards Water and Electricity and other utility and services connection charges;

(iii) Rs. 55,000/- for non-refundable deposit towards installation Electricity receiving transformer and sub-station, Electric Meter, cable, etc.;

(iv) Rs.800m2 as infrastructure Tax and Building Cess  
Rs.279m2;

(v) Rs.36000/- per annum for two bedroom flat and  
Rs.48, 000/- per annum for three bedroom flat towards the  
recurring charges for common amenities;

(vi) Rs.1000/- per m2 as Corpus towards maintenance  
deposit;

(vii) Stamp Duty and Registration Charges. As per the  
prevailing notifications and applicable rates;

11. The ALLOTTEE shall pay to the PROMOTER a  
sum of Rs.15,000/- for meeting all legal costs,  
typing/printing cost and towards misc. expenses for  
preparation of present agreement and also to complete

formalities for execution, presentation and registration of the present agreement before the concerned sub-registrar and towards charges and expenses, including professional costs of the legal practitioner of the PROMOTER in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of sale;

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the ALLOTTEE shall pay to the PROMOTER, the ALLOTTEEs share of Stamp Duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building/wing of the building. At the time of registration of conveyance or Lease of the project land, the ALLOTTEE shall pay to the PROMOTER, the ALLOTTEEs share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the of the structure of the said land to be executed in favour of the Apex Body or Federation.

### 13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The PROMOTER hereby represents and warrants to the ALLOOTTE as follows:

(i) The PROMOTER has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

(ii) The 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 encumbrance 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 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 PROMOTER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the ALLOTTEE created herein, may prejudicially be affected;

(vii) The PROMOTER has not entered into any agreement for sale and/or development agreement or any other Agreement/arrangement with any person or party with respect to the project land, including the Project and the said flat which will, in any manner, affect the rights of ALLOTTEE under this Agreement;

(viii) The PROMOTER confirms that the PROMOTER is not restricted in any manner whatsoever from selling the said flat to the ALLOTTEE in the manner contemplated in this Agreement;

(ix) At the time of execution of the Conveyance Deed of the said flat to the association of ALLOTTEES the PROMOTER shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the ALLOTTEES;

(x) The PROMOTER has dully 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 upto the date of obtaining Occupancy Certificate;

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

project land and/or the project except those disclosed in the title report;

(xii) It is clearly agreed and understood by the ALLOTTEE that the PROMOTER's responsibility during the above period shall be the payment of the above expenses only and the PROMOTER shall not be responsible for any accidents or thefts occurring within the precincts of "\_\_\_\_\_".

14. The ALLOTTEE/s or himself/themselves with intention to bring all persons into whosoever hands the said flat may come, hereby covenants with the PROMOTER as follows: -

(i) To maintain the said flat at the ALLOTTEE's own cost in good and tenantable repair and condition from the date the possession of the said flat is taken and shall not do or suffer to be done anything in or to the building in which the said flat 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 said flat is situated and the said flat itself or any part thereof without the consent of the local authorities, if required;

(ii) Not to store in the said flat 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 said flat 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 said flat is situated, including entrances of the building in which the said flat is situated and in case any damage is cause to the building in which the said flat is situated or the said flat on account of negligence or default of the ALLOTTEE in this behalf, the ALLOTTEE shall be liable for the consequence of the breach;

(iii) To carry out at his own cost all internal repairs to the said flat and maintain the said flat in the same condition, state and order in which it was delivered by the PROMOTER to the ALLOTTEE and shall not do or suffer to be done anything in or to the building in which the said flat is situated or the said flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the ALLOTTEE committing any act in contravention of the

above provision, the ALLOTTEE shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

(iv) Not to demolish or demolish or cause to be demolished the said flat 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 flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said flat is situated and shall keep the portion, sewers, drains and pipes in the said flat 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 said flat 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 flat without the prior written permission of the PROMOTER and/or the society or the Limited Company;

(v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the said flat 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 flat in the compound or any portion of the project land and the building in which the said flat is situated;

(vii) Pay to the PROMOTER within fifteen days of demand by the 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 said flat 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 said flat by the ALLOTTEE for any purposes other than for purpose for which it is sold;

(ix) The 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 said flat until all the dues payable by the ALLOTTEE to the PROMOTER under this Agreement are fully paid up;

(x) the ALLOTTEE shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The ALLOTTEE shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the said flat 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;

(xi) The ALLOTTEE shall be entitled to use the elevators, common areas, garden, club house, gym, swimming pool and any other recreational facilities, if provided by the PROMOTER, and such use shall be at the sole responsibility and risk of the ALLOTTEE or their family members and they shall abide by the rules and regulations framed by the PROMOTER or the ENTITY for this purpose;

15. The PROMOTER shall maintain a separate account in respect of sums received by the PROMOTER from the ALLOTTEE as advance or deposit, sums received on account of the share capital & corpus towards maintenance deposit for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received;

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said flats or of the said flat and Building or any part thereof. The ALLOTTEE shall have no claim save and except in respect of the said flat 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 PROMOTER until sold/allotted. Provided it does not in any way affect or prejudice the right of the ALLOTTEE in respect of the said flat, the PROMOTER shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said property and/or in the “VRUNDA VALLEY”;

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

18. BINDING EFFECT

Forwarding this Agreement to the ALLOTTEE by the PROMOTER does not create a binding obligation on the part of the PROMOTER or the ALLOTTEE until, firstly, the ALLOTTEE signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the payment plan within 30(thirty) days from the date of

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

19. SPECIAL COVENANTS AS REGARDS THE SAID FLAT:-

(a) In case the ALLOTTEE desires to have any change in the internal painting of the said flat that the PROMOTER shall get such internal painting done premise the ALLOTTEE provides at his costs the requisite paint of his choice and also bears and pays additional painting charges to be decided by mutual Agreement;

(b) In case the ALLOTTEE is desirous of having the following or kitchen/bathroom tiles other than what the PROMOTER would provide, then the ALLOTTEE shall provide the same at his own costs and also pay the fitting charges thereof as per mutual prior Agreement;

(c) The interior furnishing works, including furniture, décor etc. shall not be permitted to be done till the possession of the said flat is handed over to the ALLOTTEE.

(d) in case the ALLOTTEE is desirous of having any charges in the flat or fitting the same may be allowed by the PROMOTER at his discretions and upon the ALLOTTEE bearing and paying the extra costs/charges regarding the same and the matter as agreed being put in writing.

## 20 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 flat/plot/building, as the case may be;

21. RIGHT TO AMEND

This Agreement may only be amended through written consent of the parties;

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES

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

Further, the ALLOTTEE/Purchaser/s agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by the a government agency including any compensation/benefit given to the PROMOTER in turn for which no conveyance has occurred to the ultimate body of said flat ALLOTTEE/PURCHASERS expressly stated in this agreement and for which no consideration is specially dispended by the ALLOTTEE/PURCHASERS to the

PROMOTER for the same, save and except his right to enjoy and use the said flat purchased by him and any other rights given by the PROMOTER to the ALLOTTEE/PURCHASER/s for which consideration has been dispensed;

## 23. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the ALLOTTEE has to make any payment, in common with other

ALLOTTEE (s) in project, the same shall be in proportion to the carpet area of the said flat to the total carpet area of all the said flats in the project. For such calculations, area of exclusive balconies, verandas and/or terraces for which FAR/FSI is consumed shall be added to carpet area of respective ALLOTTEEs.

#### 25. 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 provision 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 truncation;

#### 26. PLACE EXECUTION

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

PROMOTER and the ALLOTTEE, after the Agreement is duly executed by the ALLOTTEE and the PROMOTER or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed;

27. The ALLOTTEE and/or PROMOTER shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the PROMOTER will attend such office and admit execution thereof;

28. That all notices to be served on the ALLOTTEE and the PROMOTER as contemplated by this Agreement shall be deemed to have been duly served if sent to the ALLOTTEE or the PROMOTER by Registered Post A/D and notified Email ID/Under Certificate of posting at their respective addresses specified below: -

Name of ALLOTTEE:\_\_\_\_\_

(ALLOTTEE’s Address):\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Notified Email ID: \_\_\_\_\_

**Name of Promoter: -**

**M/S VRUNDA BUILDERS**

through its sole proprietor of

**Mr. VASANT VISHNU NAIK,**

Notified Email ID: vrundabuilders2018@gmail.com

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

## 29. JOINT ALLOTTEES

That in case there are joint ALLOTTEES all communications shall be sent by the PROMOTER to the ALLOTTEE whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the ALLOTTEES;

30. Stamp Duty and Registration: -The charges towards stamp duty and Registration of this Agreement shall be borne by the ALLOTTEE;

31. 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), there under.

#### 32. 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;

The PROMOTER is not receiving more than 10% of consideration amount till the said Agreement is duly registered;

It is clearly agreed and understood that the responsibility/liability with respect to the common amenities of “\_\_\_\_\_” is exclusively that of the

ALLOTTEE (including the ALLOTTEE herein) of various premises in “\_\_\_\_\_” and/or of the ENTITY;

Pending formation of the ENTITY and as an interim arrangement i.e. for a period mentioned hereinafter, the ALLOTTEE have requested the PROMOTER to act on their behalf for the purpose of meeting the following expenditure concerning common amenities, by setting off such expenditure against the money to be collected on annual basis towards recurring expenses:

- i. Common Water charges;
- ii. Common Electricity Charges;
- iii. Lift Maintenance charges;
- iv. Club House;
- v. Gymnasium;
- vi. Swimming Pool;
- vii. Remuneration of Attendants and Watchmen;
- viii. Consumables for upkeep.

33. The Landowners confirm this Agreement and Agree as under: -

- a) That the Landowners shall in no circumstances cancel or terminate their Sale and Development Agreement with the promoter.

b) That they will be bound by the Terms hereof and to convey and transfer the undivided proportionate share in land underneath as and when called upon by the promoter, to the purchaser with respect to the said flat.

c) They declare that the said flat does not form part of flats to be constructed for and allotted to the

34. The GST payable on the present transaction shall be borne and paid by the ALLOTTEE simultaneous with the payment of each installment of price.

35. The possession of the said flat has not been handed over to the ALLOTTEE and the same shall be handed over only after completion of the construction and payment of full price amount and other amounts payable by the ALLOTTEE to the PROMOTER;

36. The Executants declare that the subject matter of this Agreement does not pertain to occupancies of persons belonging to Schedule Caste and Schedule Tribe;

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

Schedules Above Referred to: -

## SCHEDULE-I

### (DESCRIPTION OF THE ENTIRE LAND)

All that property known as “ZORICHEM CULAGOR” or “RAMACHI PATOLI” situated Vaddem, Vasco da Gama within the limits of Mormugao Municipal Council, Taluka and Sub-District of Mormugao, South-Goa, Goa not described in the Land Registration Office of Salcete, Enrolled in the Taluka Revenue Office bearing Matriz no.13 and Surveyed under Chalta no.35 of P.T. Sheet no.145 of Vasco City admeasuring an area of 3164sq.mts. and Chalta no.36 of P.T. Sheet no. 145 of Vasco City admeasuring an area of 1606sq.mts. totally admeasuring an area of 4770sq.mts

## SCHEDULE-II

### (DESCRIPTION OF THE PROJECT LAND ON WHICH PROJECT IS BEING SET UP )

All that part of land having an area of 3164m<sup>2</sup> which plot form part of the entire land described in the Schedule (I) above which area forms an independent and separate plot by itself surveyed as such under chalta no. 36 of P.T. Sheet no. 145 of Vasco City and is bounded as follows: -

**Chalta No.36 of P.T. Sheet no. 145 of Vasco City bounded  
as follows: -**

On the North: -Chalta no. 39 of P. T. Sheet no.145 of Vasco  
City

On the South: -Chalta no. 1 of P. T. Sheet no.144 of Vasco  
City and Chalta no. 35 of P. T. Sheet no.145 of Vasco City

On the East: -By the top of hill (cum de eiteriro)

On the West: -By Rivulet “Regueiro”

The said project “VRUNDA VALLEY” is constructed on the  
project land bearing Chalta no.36 of P.T.Sheet no.145  
outlined in red colour on the plan annexed hereto and the  
undivided share in project land to be allotted to the  
ALLOTTEE shall be out of the said project land area only as  
described in this Schedule.

**SCHEDULE-III**

(DESCRIPTION OF THE SAID FLAT NO.\_\_\_\_\_)

Flat no.\_\_\_\_\_, on the \_\_\_\_\_ Floor of  
Building Block no. A of “VRUNDA VALEEEY” having a carpet  
area admeasuring \_\_\_\_\_sq. mts. an exclusive carpet area  
of balcony admeasuring \_\_\_\_\_ sq.mts. the super built

up area of the said flat is \_\_\_\_\_sq.mts. which includes the area covered by the external walls, exclusive balcony appurtenant to the said flat and proportionate incidence areas of staircase, elevators, club house & Gymn. The said flat is/are shown delineated in red boundary line in the plan annexed. The said flat is constructed only on the project land better described in Schedule no. II

SCHEDULE-IV

Mode of payment

1	Not exceeding 10% of the total consideration as advance payment or application fee- <b>On Booking</b>	10%
2	Not exceeding 30% of the total consideration to be paid to the PROMOTER <b>after the execution of Agreement</b>	20%
3	Not exceeding 45% of the total consideration to be paid to the PROMOTER on completion of the Plinth of the building in which the said flat is located or on .....whichever is earlier.	15%
4	Not exceeding 70% of the total consideration to be paid to the PROMOTER on completion of	25%

	the slabs including and stilts of the building in which the said flat is located or on .....whichever is earlier.	
5	Not exceeding 75% of the total consideration to be paid to the PROMOTER on completion of the walls, internal & external plaster of the said flat.	5%
6	Not exceeding 80% of the total consideration to be paid to the PROMOTER on completion of terraces with Waterproofing, External Plumbing, Floorings of the said flat.	5%
7	Not exceeding 85% of the total consideration to be paid to the PROMOTER on completion of sanitary fittings, doors, windows, lobbies of the building in which the said flat is located.	5%
8	Not exceeding 95% of the total consideration to be paid to the PROMOTER on completion of the lifts, Water Pumps, Electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be specified in the Agreement of sale of the building in which the said flat is located.	10%

9	Balance Amount of 0.5% at the time of handing over of the possession of the flat to the ALLOTTEE on or after receipt of Occupancy Certificate or Completion Certificate.	5%
		100%

### SCHEDULE-V

(Specification of the said flat)

#### THE STRUCTURE:

It is a R.C.C. framed structure of columns, beams and slabs.  
 The internal partition walls will be brick masonry and the external walls will be brick/laterite masonry.

#### PLASTER:

External plaster will be double coat sand faced cement plaster. Internal plaster will be single coat with second coat of neeru.

#### **FLOORING:**

The flooring will be of ceramic/vitrified tiles or equivalent. The average landing cost of the tiles at Rs.450.00 per sq.mts. Toilet dado and floor will have glazed/ceramic tiles or equivalent. The average landing cost of the tiles will be Rs.300/- sq.mts.

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

All doors will have teakwood frames or equivalent and flush/teak shutters or equivalent. Window frames and shutters will be of aluminum or equivalent. The Doors and Windows will have Steel/Aluminum hinges and oxidized brass fittings. The main door will have a night latch, aldrop, eye piece, etc.

#### **KITCHEN:**

The Kitchen will have a cooking platform with black granite top. Stainless steel sink with single bowl with 60cms. Ceramic tiles or equivalent lining above the platform will be provided.

**INTERNAL DÉCOR:**

The walls will be painted with oil bound distemper, ceiling with white wash.

**EXTERNAL DÉCOR:**

External walls will be painted with Cement based paint.

**ELEVATORS:**

One Elevator of Schindler Brand will be installed in each building.

**WATER TANKS:**

A common underground sump with a common electric pump and a common overhead tank will be provided.

**PLUMBING & SANITARY:**

Soil, Waste and Water Pipes will be partially concealed. White/Coloured glazed European W.C. units will be provided with flushing system. The sanitary installations will be in accordance with Municipal specifications one shower one commode and one wash basin will be provided in each toilet.

**ELECTRICAL INSTALLATIONS:**

The Electrical wiring will be concealed. In the living cum dining room four light points, two fan points, three plug points and one A/c point will be provided.

The bedroom will have two light points, one fan point, one plug point and one A/C point. Kitchen will have one light point, one 15amps point and one 5amps point. Toilets will have one light point and one 5amps point each. One bell point will be provided.

**GENERAL:**

The PURCHASER shall obtain his electric connection from the Electricity Department for which the requisite meter deposit/service charges and such other expenses shall be paid by the PURCHASER.

SIGNED AND DELIVERED  
  
BY THE WITHINNAMED  
  
“THE PROMOTER”  
  
OF THE FIRST PART

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SIGNED AND DELIVERED  
  
BY THE WITHIN NAMED  
  
“THE ALLOTTEE”  
  
OF THE SECOND PART

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SIGNED AND DELIVERED  
  
BY THE WITHINNAMED  
  
“THE LANDOWNER”  
  
OF THE THIRD PART

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#### ANNEXURE-I

Name of the Attorney at Law/advocate, Adv. Viraj Timble

Address: -F08 Atmaram Complex, Dr. A. B. Road, Panaji-Goa  
403001

Place: -

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2019.

(Signed)

#### ANNEXURE-II

(Authenticated copies of Form I & XIV or any revenue record showing nature of the title of the LANDOWNER /PROMOTER to the project land).

#### ANNEXURE--III

(Authenticated copies of Plans of the Layout as approved by the concerned Local Authority).

#### ANNEXURE-IV

(Authenticated copies of Plans of the Layout as proposed by the PROMOTER and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project).

#### ANNEXURE-V

(Authenticated copies of Plans and specifications of the said flat agreed to be purchased by the ALLOTTEE as approved by the concerned local authority).

#### ANNEXURE-VI

(Authenticated copy of the Registration Certificate of the project granted by the Real Estate Regulatory Authority).