

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, 2018**

B E T W E E N

ADWALPALKAR CONSTRUCTIONS & RESORTS PVT LTD., incorporated under Companies Act 1956, holding PAN Card bearing No. **AAICA6765F**, having its office at F-5, First Floor, “Adwalpalkar Avenue” St. Inez, Panaji, Goa, 403001, duly represented in this act by its Director, **MR. MAHESH R. ADWALPALKAR**, son of late Ramakant S. Adwalpalkar, 62 years of age, married, business, holding PAN Card bearing No.**ACKPA3868J**, Indian National, resident of “Indira Horizon Residency” Dona Paula, Goa, hereinafter called the **“VENDOR/BUILDER/DEVELOPER”** (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**

A N D

MR/MRS. _____, son/wife/daughter of _____, ____ years of age, _____, holding PAN Card bearing No....., and Aadhar card bearing No....., Mob. No....., Indian National, resident of _____, hereinafter called **“PURCHASER/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**

WHEREAS there exists a property known as **‘DUAS PARTES DO PALMAR’** or **‘FIRGUENCHEM BATA’** or

‘PARYENKARACHI XIR’ or **‘PANJEKARAJI XIR’**, bearing MatrizNo. 415 and 416, inscribed under number 11570 and described under number 10334, Folio 105, Book B-27 (new) in Land Registration Office of Ilhas, Goa and surveyed under Survey No.9/2 and 20/3 of village Chimbél, Tiswadi, North Goa District, admeasuring 4,980 square meters and 14,215 square meters respectively, subject matter of this document is Survey No.20/3, hereinafter be referred to as **“THE ENTIRE PROPERTY”**, which property is more fully described in the **SCHEDULE - I** hereunder.

AND WHEREAS the said entire property belonged to Mr. Jose Manuel Santana Goes and his wife Mrs. Maria Antonio Pereira.

AND WHEREAS Mr. Jose Manuel Santana Goes was survived by his wife Mrs. Maria Antonio Pereira and children a) Mr. Antonio Maria Goes married to Mrs. Maria Santana Fernandes, b) Mr. Hipolito Francisco Goes married to Mrs. Augusta Menina De Melo, c) Mrs. Maria Conceicao Goes married to Mr. Cristovam Francisco Xavier Pereira, the former deceased before the estate leaver, about three years back leaving therefore as her heir their only son by name Caetano Simao Pereira and d) Joao Santana Goes (bachelor).

AND WHEREAS the Comarca Court has by its Order dated 18/04/1918, distributed the properties of Jose Manuel Santana Goes to his son Antonio Maria Goes and the said Antonio Maria Goes got the said entire property inscribed in his name in Book of Miscellaneous Inscriptions on 15/1/1921.

AND WHEREAS Antonio Maria Goes and his wife expired and were survived by their two sons a) Joao Romano Goes married to Maria da Graca Ferrao and b) Jose Manuel Santana Goes married to Maria Carolina Goes alias Benedita Carolina Pereira e Goes.

AND WHEREAS Jose Manuel Santana Goes and his wife Maria Carolina Goes alias Benedita Carolina Pereira e Goes expired without any issues.

AND WHEREAS Maria Carolina Goes alias Benedita Carolina Pereira e Goes left behind a Will dated 24/01/1996 bequeathing her share in the said property to her nephew Cypriano Santana Goes.

AND WHEREAS Joao Romano Goes and Maria da Graca Ferrao upon their death left behind their following children:- a) Antonio Ciriaco Alvares Goes survived by his Widow Mrs. Altina Lawrence e Goes and two children Ms. Tanya Goes married to Sebastiao Fernandes and Ms. Wenzie Luzia Goes, b) Mr. Jose Cipriano Goes married to Mrs. Maria Ana Joaquina Regalada Rosario e Goes and their children Gina Goes and Glenda Goes c) Belarmino Quintino Agnelo Goes survived by his widow Mrs. Angela Filomena Fernandes e Goes and son Mr. Romano Gifford Ciprian Goes d) Cypriano Santana Goes survived by his widow Mrs. Jamsy Isabel Ermelinda Barreto e Goes and his daughter Carol Mercy Goes and son Christopher Anthony Goes e) Mr. Eustaquio Vincente Salvador Goes married to Mrs. Hilda Goes since deceased through her sons Mr. Damian Goes and Master Chris Goes, f) Mrs. Irene Filomena Goes e Fernandes married to late Robert Fernandes since deceased by their children Ms. Pearl Fernandes, Ms. Alisha Fernandes and g) Mrs. Maria Cristina

Doroteia Goes and her Husband Micaelino Cipriano de Silva as their legal heirs.

AND WHEREAS Mrs. Maria Cristina Doroteia Goes and her Husband Micaelino Cipriano de Silva expired without any issues.

AND WHEREAS though Cipriano Santana Goes was entitled to half the share of the property as a Testamentary Beneficiary of Smt. Benedita in terms of Will dated 24/01/1996, it was amicably decided within the family and the partition was made in the equal share.

AND WHEREAS vide Deed of Partition dated 25/06/2012 registered under registration no. PNJ-BK1-01711-2012 dated 25/06/2012 duly registered in the office of the Sub-registrar of Ilhas, all the above mentioned heirs of the said Antonio Maria Goes partitioned the property bearing Survey No. 20/3 of village Chimbél, admeasuring an area of 14,215 square meters among themselves in the following manner:-

a) Plot A admeasuring 1917m² was allotted to Mrs. Angela Filomena Fernandes e Goes widow of Belarmino Quintino Agnelo Goes and son Mr. Romano Gifford Ciprian Goes,

b) Plot B admeasuring 1917m² was allotted to Mrs. Altina Lawrenco e Goes widow of Antonio Ciriaco Alvares Goes and two children Ms. Tanya Goes married to Sebastiao Fernandes and Ms. Wenzie Luzia Goes,

c) Plot C admeasuring 1917m² was allotted to Mr. Jose Cipriano Goes married to Mrs. Maria Ana Joaquina Regalada Rosario e Goes and their children Gina Goes and Glenda Goes,

d) Plot D admeasuring 1917m² was allotted to survived by Mrs. Jamsy Isabel Ermelinda Barreto e Goes widow of Cypriano

Santana Goes and his daughter Carol Mercy Goes and son Christopher Anthony Goes,

e) Plot E admeasuring 1917m² was allotted to Mr. Eustaquio Vincente Salvador Goes married to Mrs. Hilda Goes since deceased through her sons Mr. Damian Goes and Mr. Chris Goes,

f) Plot F admeasuring 1917m² was allotted to Mrs. Irene Filomena Goes e Fernandes married to late Robert Fernandes since deceased by their children Ms. Pearl Fernandes and Ms. Alisha Fernandes,

Area in Plots constitutes **11502 m²** and the balance area is utilized for Road, dwelling houses of the Mundkars and well.

AND WHEREAS vide Agreement dated 10/03/2008 registered under No. 1082/08 dated 10/03/2008 by notary Advocate Subhash P. Sawant, Panaji, Goa, the Owners of the Plots agreed to sell their Plots to Mr. Verner Aleixo Velho.

AND WHEREAS Plot A mentioned above was sold by Mrs. Angela Filomena Fernandes e Goes and her son Mr. Romano Gifford Ciprian Goes and Mr.Verner Aleixo Velho as a Confirming Party, to **ADWALPALKAR CONSTRUCTIONS & RESORTS PVT LTD.** vide Deed of Sale dated 20/10/2015 registered before the Sub Registrar of Ilhas, Tiswadi under no.PNJ-BK1-02913-2015, CD No. PNJD44 dated 24/11/2015.

AND WHEREAS Mrs. Angela Filomena Fernandes e Goes and her son Mr. Romano Gifford Ciprian Goes obtained separate survey number i.e. Survey no.20/3-C to aforesaid **plot A** showing area as 1917 Sq. Mtrs., which plot is hereinafter

referred to as **THE SAID PLOT** specifically described in the **SCHEDULE - II** hereunder.

AND WHEREAS Plot E was partitioned among Mr. Eustaquio Vincente Salvador Goes and his sons Mr. Damian Goes and Mr. Chris Goes vide Deed of Partition dated 6/4/2015 registered before the Sub-Registrar of Ilhas/Tiswadi Registered under Reg. No. PNJ-BK1-01007-2015, CD No. PNJD40 dated 20/4/2015 wherein Plot E-1 was allotted to Mr. Chris Goes and Plot E-2 was allotted to Mr. Eustaquio Vincente Salvador Goes and Mr. Damian Goes.

AND WHEREAS Mr. Eustaquio Vincente Salvador Goes and his sons Mr. Damian Goes and Mr. Chris Goes obtained separate survey number i.e. Survey no.20/3-B to the said plot showing area as 1917 Sq. Mtrs.

AND WHEREAS Plot E-2 mentioned above was sold by Mr. Eustaquio Vincente Salvador Goes and his son Mr. Damian Goes and Mr. Verner Aleixo Velho as a Confirming Party, to **ADWALPALKAR CONSTRUCTIONS & RESORTS PVT. LTD.** vide Deed of Sale dated 20/10/2015 registered before the Sub Registrar of Ilhas, Tiswadi under no. PNJ-BK1-03087-2015, CD No. PNJD44 dated 16/12/2015.

AND WHEREAS Plot F mentioned above was sold by Mrs. Irene Filomena Goes e Fernandes, Ms. Pearl Fernandes to Velho Microbrew Pvt. Ltd vide Deed of Sale dated 10/04/2014 registered before the Sub Registrar of Ilhas, Tiswadi under registration no. PNJ-BK1-00960-2014, CD No. PNJD29 dated 10/04/2014.

AND WHEREAS Velho Microbrew Pvt. Ltd obtained separate survey number i.e. Survey no.20/3-A to the said plot F showing area as 1917 Sq. Mtrs.

AND WHEREAS Builder/Vendor has signed an Agreement for Development and Construction of above mentioned **Plot F** with Velho Microbrew Pvt. Ltd, executed before Notary Smt. Amina Shaikh alias Phadte, Panaji, registered under registration no.6779 dated 4/03/2016.

AND WHEREAS the Builder/Vendor is in possession of above mentioned Plot A, Plot E-2 and Plot F total admeasuring an area of 5151 Sq. Mtrs.

AND WHEREAS the Builder/Vendor designed plans of the **building “G” “H” & “I” in Plot A** duly approved by Town Planner, Town & Country Planning Dept. vide Ref. no.TIS/8682/CHIM/TCP/2017/348 dated 05/04/2017 and Village Panchayat of Chimbel, Tiswadi - Goa vide Construction Licence No.4 bearing Ref. No. VP/CHIM/2017-2018/79 dated 17/04/2017.

AND WHEREAS the Office of the Goa State Pollution Control Board, North Goa District Office, Panaji -Goa, has issued an 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 in pursuance** of above development to the Builder/Developer herein, dated ----- under no. -----
-----.

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AND WHEREAS the Architect Mr. -----, having No. -----
----- has issued a Estimate for construction of a Residential Building in
the above Survey No. **20/3**.

AND WHEREAS the Sub Registrar of Ilhas- Goa has issued a Nil
Encumbrance Certificate for the above Survey No. **20/3**, under Certificate
No. ----- of 201- dated --/--/----.

AND WHEREAS the Directorate of Fire and Emergency Services, Tiswadi
- Goa has issued a No Objection Certificate for the above Survey No. **20/3**,
of Village Panchayat **Chimbel**, Taluka of Tiswadi under Certificate No. -
-----dated -----,to the Builder/Developer herein.

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

AND WHEREAS by virtue of the above deeds of conveyance executed the
Builder/Developer has sole and exclusive right to sell the Apartments in the
said building/s to be constructed by the Builder/Developer on the project
land and to enter into Agreement/s with the
PURCHASER/S/ALLOTTEE(s)/s of the Apartments to receive the sale
consideration in respect thereof.

AND WHEREAS the Vendor/Builder/Developer has since
started the execution of construction of the Buildings in the proposed
complex named as “**ADWALPALKAR’S SENTIA**” to be
constructed in the said property.

AND WHEREAS the Vendor/Builder/Developer has opened the plans for sale on ownership basis the residential apartments in the proposed complex named **“ADWALPALKAR’S SENTIA”**.

AND WHEREAS on demand from the PURCHASER/S, the Builder/Developer 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/Builder/Developer's Architects Mr. ----- and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; and the allottee has acknowledged the receipt of the same.

AND WHEREAS the authenticated copies of Certificate of Title issued by Adv. Shubhlakshmi Naik, 3rd Floor, Velho Building, Panaji- Goa 403001, dated 11.10.2014, showing the nature of the title of the BUILDER/VENDOR to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Competent Authority have been annexed.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the BUILDER/VENDOR 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.

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

AND WHEREAS the BUILDER/VENDOR 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 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 BUILDER/VENDOR 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.

AND WHEREAS the BUILDER/VENDOR has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the PURCHASER/S approached BUILDER/VENDOR 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 "**ADWALPALKAR'S SENTIA**" hereinafter the flat is referred to as "**The Said Flat**" and described in the Schedule – III written hereunder and shown in the plan annexed hereto and the Vendor/Builder/Developer 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 _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said 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 BUILDER/VENDOR a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Vendor/Builder/Developer to the PURCHASER/S as advance payment or Application Fee (the payment and receipt whereof the Vendor/Builder/Developer both hereby admit and acknowledge) and the PURCHASER/S has agreed to pay to the Vendor/Builder/Developer the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Vendor/Builder/Developer has/will register 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/Builder/Developer 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/Builder/Developer hereby agrees to sell and the PURCHASER/S hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable)

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

1. The Vendor/Builder/Developer shall construct the said building/s consisting of basement and ground/ stilt, /..... podiums, and upper 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 Vendor/Builder/Developer 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.

- 1.a (i) The PURCHASER/S hereby agrees to purchase from the BUILDER/VENDOR and the BUILDER/VENDOR hereby agrees to sell to the PURCHASER/S Apartment No. of the type of carpet area admeasuring sq. metres. The apartment shall also have an exclusive carpet area of balcony of sq. metres with an exclusive terrace area sq. metres, if any on floor in the building _____/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed 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 annexed herewith.

(ii) Parking allotted to said unit is exclusive / dedicated parking, single parking only. And is on first come first serve basis and the dedicated parking is completely occupied.

(iii) The units which have been allotted parking will be sold/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.

(iv)The PURCHASER/S hereby agrees to purchase from the BUILDER/VENDOR and the BUILDER/VENDOR hereby agrees to sell to the PURCHASER/S covered parking/ Garage spaces bearing Nos ____ situated at _____ Basement and/or stilt and /or ____podium being constructed in the layout for the consideration of Rs. _____/-.

1(b) The total aggregate consideration amount for the apartment including covered car parking spaces is thus 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 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.**

1(c)(ii)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 BUILDER/VENDOR/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 BUILDER/VENDOR/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 Builder/Vendor, after forfeiting an amount **of Rs. 2,00,000 /- (Rupees two lacs only) without any further amount by way of interest or otherwise.**

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1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the BUILDER/VENDOR/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 BUILDER/VENDOR) up to the date of handing over the possession of the Apartment.

- 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 BUILDER/VENDOR/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 BUILDER/VENDOR/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.
- 1(f) The BUILDER/VENDOR/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 BUILDER/VENDOR.
- 1(g) The BUILDER/VENDOR/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 BUILDER/VENDOR. If there is any reduction in the carpet area within the defined limit then BUILDER/VENDOR/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 BUILDER/VENDOR/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 Clause 1(a) of this Agreement.

- 1(h) The UNIT HOLDERS agrees to pay the Builder/ Vendor Rs.49,000/- as onetime non refundable deposit towards the installation of transformer, electric meter, cable, water meter etc.
- 1(i) The UNIT HOLDERS agrees to pay the Builder/ Vendor Rs.10,000/- as a non refundable amount towards legal charges.
- 1(j) The PURCHASER/S/ALLOTTEE authorizes the BUILDER/VENDOR/PROMOTER to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the BUILDER/VENDOR/PROMOTER may in its sole discretion deem fit and the PURCHASER/S/ALLOTTEE undertakes not to object/demand/direct the BUILDER/VENDOR/PROMOTER to adjust his payments in any manner.

Note: Each of the installments mentioned in the sub clause (ii) and (iii) of Clause 1(c) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.

- 2.1 The BUILDER/VENDOR/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.

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- 2.2 Time is essence for the BUILDER/VENDOR/PROMOTER as well as the PURCHASER/S/ALLOTTEE. The BUILDER/VENDOR/PROMOTER shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] 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 BUILDER/VENDORS 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 BUILDER/VENDOR/PROMOTER as provided in clause 1 (c) herein above. (“Payment Plan”).
3. The BUILDER/VENDOR/PROMOTER hereby declares that the Floor Area Ratio available as on date in respect of the project land is 5151 square meters only and BUILDER/VENDOR/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 BUILDER/VENDOR/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 BUILDER/VENDOR/PROMOTER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to BUILDER/VENDOR/PROMOTER only.
- 4.1 If the BUILDER/VENDOR/PROMOTER fails to abide by the time schedule for completing the project and handing over the Apartment to the PURCHASER/S/ALLOTTEE, the BUILDER/VENDOR/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

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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 BUILDER/VENDOR/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.

- 4.2 Without prejudice to the right of BUILDER/VENDOR/PROMOTER to charge interest in terms of sub clause 4.1 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 BUILDER/VENDOR/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 BUILDER/VENDOR/PROMOTER shall at his own option, may terminate this Agreement: Provided that, BUILDER/VENDOR/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 BUILDER/VENDOR/PROMOTER within the period of notice then at the end of such notice period, BUILDER/VENDOR/PROMOTER shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the BUILDER/VENDOR/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 BUILDER/VENDOR/PROMOTER and the

BUILDER/VENDOR/PROMOTER shall not be liable to pay to the PURCHASER/S/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 BUILDER/VENDOR/PROMOTER in the said building and the Apartment as are set out in Annexure, annexed hereto.
6. The BUILDER/VENDOR/PROMOTER shall give possession of the Apartment to the PURCHASER/S/ALLOTTEE on or before..... day of20..... If the BUILDER/VENDOR/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 BUILDER/VENDOR/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 4.1 herein above from the date the BUILDER/VENDOR/PROMOTER received the sum till the date the amounts and interest thereon is repaid.

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Provided that the BUILDER/VENDOR/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.

- 7.1(A) 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 BUILDER/VENDOR/PROMOTER shall give possession of the Apartment

to the PURCHASER/S/ALLOTTEE. The BUILDER/VENDOR/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 BUILDER/VENDOR/PROMOTER or association of PURCHASER/S/ALLOTTEEs, as the case may be. The BUILDER/VENDOR/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.

- (B) Transfer charges are applicable at the rate of Rs.-----/- sq.mt. Upon obtaining Occupancy Certificate the BUILDER/VENDOR/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.

Comment [16]:

- 7.2 The PURCHASER/S/ALLOTTEE shall take possession of the Apartment within 15 days of the written notice from the BUILDER/VENDOR/PROMOTER to the PURCHASER/S/ALLOTTEE intimating that the said Apartments are ready for use and occupancy:

- 7.3 Failure of PURCHASER/S/ALLOTTEE to take Possession of Apartment upon receiving a written intimation from the BUILDER/VENDOR/PROMOTER as per clause 7.1, the PURCHASER/S/ALLOTTEE shall take possession of the Apartment from the BUILDER/VENDOR/PROMOTER by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the BUILDER/VENDOR/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 provided in clause 7.2, 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.

- 7.4 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 BUILDER/VENDOR/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 BUILDER/VENDOR/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 BUILDER/VENDOR, 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 BUILDER/VENDOR/PROMOTER shall not be liable to rectify or pay compensation. But the BUILDER/VENDOR/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.
8. 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.
9. 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 BUILDER/VENDOR/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 BUILDER/VENDOR/PROMOTER within seven days of the same being forwarded by the BUILDER/VENDOR/PROMOTER to the PURCHASER/S/ALLOTTEE, so as to enable the BUILDER/VENDOR/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.

- 9.1 Within 15 days after notice in writing is given by the BUILDER/VENDOR/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 BUILDER/VENDOR/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 BUILDER/VENDOR/PROMOTER provisional monthly/yearly contribution of Rs.10/- 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 BUILDER/VENDOR/PROMOTER to charge interest on the dues, in accordance with the terms and conditions contained herein.

Comment [17]:

10. The PURCHASER/S/ALLOTTEE shall on or before delivery of possession of the said premises keep deposited with the BUILDER/VENDOR, the following amounts :

(i) Rs. 500/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

Comment [18]:

(ii) Rs.5000/- for formation and registration of the Society or Limited Company/Federation/ Apex body.

Comment [19]:

(iii) Rs. 5,288/- for proportionate share of taxes (GST on Maintenance Charges)and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

Comment [110]:

(iv)Rs 29,376/- for deposit towards two years advance for monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

Comment [111]:

(v) Rs.7000/- For Deposit towards Electric connection charges

(vi) Rs.7000/- for electricity Meter Charges

(vii) Rs.-----/- For Water Meter Charges

Comment [112]:

(viii) Rs.35,000/- for deposits of electrical receiving, transformer Charges

(ix) Rs.10,000/- as legal charges.

(x) **Rs.250/-** onetime per square meter towards Infrastructure tax.

(xi) Rs.50,000/- as Corpus in respect of the Society Deposit or association Limited Company/Federation/Apex Body.

(xii) Rs. as Stamp Duty and Registration Charges.

11. The PURCHASER/S/ALLOTTEE shall pay to the BUILDER/VENDOR/PROMOTER a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the BUILDER/VENDOR/PROMOTER in connection with formation of the said Society, or Limited Company, or Apex Body or

Comment [113]:

Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, 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 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 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 lease 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.

Comment [114]:

13. REPRESENTATIONS AND WARRANTIES OF THE BUILDER/VENDOR

The BUILDER/VENDOR/PROMOTER hereby represents and warrants to the PURCHASER/S/ALLOTTEE as follows:

- i. The BUILDER/VENDOR/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 BUILDER/VENDOR/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;

Comment [115]:

- 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 BUILDER/VENDOR/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 BUILDER/VENDOR/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 BUILDER/VENDOR/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 BUILDER/VENDOR/PROMOTER confirms that the BUILDER/VENDOR/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 BUILDER/VENDOR/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 BUILDER/VENDOR/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 BUILDER/VENDOR/PROMOTER in respect of the project land and/or the Project except those disclosed in the title report.
- 14. 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 BUILDER/VENDOR/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 BUILDER/VENDOR/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 BUILDER/VENDOR/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 BUILDER/VENDOR/PROMOTER within fifteen days of demand by the BUILDER/VENDOR, 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 BUILDER/VENDOR/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.

15. The BUILDER/VENDOR/PROMOTER shall maintain a separate account in respect of sums received by the BUILDER/VENDOR/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.
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 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 BUILDER/VENDOR/PROMOTER until sold/allotted.

17. BUILDER/VENDOR/PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the BUILDER/VENDOR/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.

18. BINDING EFFECT

Forwarding this Agreement to the PURCHASER/S/ALLOTTEE by the BUILDER/VENDOR/PROMOTER does not create a binding obligation on the part of the BUILDER/VENDOR/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 BUILDER/VENDOR. If the PURCHASER/S/ALLOTTEE(s) fails to execute and deliver to the BUILDER/VENDOR/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 BUILDER/VENDOR, then the BUILDER/VENDOR/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.

19. 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/plot/building, as the case may be.

20. RIGHT TO AMEND

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

21. 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.

22. 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.

23. 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.

24. 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.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the BUILDER/VENDOR/PROMOTER through its authorized signatory at the BUILDER/VENDOR's Office, or at some other place, which may be mutually agreed between the BUILDER/VENDOR/PROMOTER and the PURCHASER/S/ALLOTTEE, after the Agreement is duly executed by the PURCHASER/S/ALLOTTEE and the BUILDER/VENDOR/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.

26. The PURCHASER/S/ALLOTTEE and/or BUILDER/VENDOR/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 BUILDER/VENDOR/PROMOTER will attend such office and admit execution thereof.

27. That all notices to be served on the PURCHASER/S/ALLOTTEE and the BUILDER/VENDOR/PROMOTER as contemplated by this Agreement shall be deemed to have been duly served if sent to the PURCHASER/S/ALLOTTEE or the BUILDER/VENDOR/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: _____

M/s BUILDER/VENDOR/PROMOTER name:

**ADWALPALKAR CONSTRUCTIONS & RESORTS PVT.
LTD.,**

Through its Director MR. MAHESH R. ADWALPALKAR,

having its office at F-5, First Floor,

“Adwalpalkar Avenue”, St. Inez, Panaji, Goa, 403001.

Notified Email ID: legal.adwalpalkars@gmail.com

Comment [116]:

It shall be the duty of the PURCHASER/S/ALLOTTEE and the BUILDER/VENDOR/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 BUILDER/VENDOR/PROMOTER or the PURCHASER/S/ALLOTTEE, as the case may be.

28. JOINT PURCHASER/S/ALLOTTEES

That in case there are Joint PURCHASER/S/ALLOTTEEs all communications shall be sent by the BUILDER/VENDOR/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.

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

30. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled 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.

Comment [I17]:

31. 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.

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

Comment [I18]:

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.

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.

Comment [I19]: Our clause. To be added or not???

Schedule Above Referred to:

SCHEDULE-I
(DESCRIPTION OF ENTIRE PROPERTY)

All that property known as 'DUAS PARTES DO PALMAR' or 'FIRGUENCHEM BATA' or 'PARYENKARACHI XIR' or 'PANJEKARAJI XIR', bearing Matriz no.415 and 416, inscribed under number 11570 and described under number 10334, folio 105, book B-27 (new) in Land Registration Office of Ilhas, Goa and surveyed under Survey No.20/3 of village Chimbél, Tiswadi, North Goa District, and admeasuring an area of 14,215 square meters and bounded as under:

ON THE NORTH: By Survey no.16;

ON THE SOUTH: By public Road;

ON THE EAST: By survey no.20/4

ON THE WEST: By survey nos.20/2, 20/5, 20/6, 20/7, 20/8, 20/9, 20/10 and 20/11

SCHEDULE-II
(DESCRIPTION OF THE SAID PLOT A)

All that said **plot A** admeasuring an area of 1917 square meters forming part of Said Property surveyed under Survey No.20/3-C of village Chimbél, specifically described in the Schedule - I hereinabove written and the plot A is bounded as follows:

ON THE NORTH: By survey no.16

ON THE SOUTH: Part by plot B and part by 8 mtrs. Wide internal road;

ON THE EAST: By survey no.20/4

ON THE WEST: By Plot F

SCHEDULE III
(DESCRIPTION OF THE SAID FLAT)

All that the said **Flat bearing No. ____**, admeasuring an area of **____ square meters, in Block ‘ ____’**, situated on the **____ floor** of the building Known as “**ADWALPALKAR’S SENTIA**”, 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 flat located in the property more appropriately described in **SCHEDULE I** hereinabove written.

SCHEDULE IV

(MODE OF PAYMENT)

MODE OF PAYMENT

On booking & signing	10%
On Completion of Plinth	08%
On Completion of basement	08%
On Completion of Ground/Stilt Floor Slab	08%
On Completion of 1 st slab	08%
On Completion of 2 nd slab	08%

Comment [120]:

On Completion of 3 rd slab	08%	
On Completion of 4 th slab	08%	
On Commencement of Masonry	04%	
On Commencement of Electrical Wiring	04%	
On Commencement of Internal Plaster	04%	
On Commencement of Plumbing	03%	
On Commencement of External Plaster	03%	
On Commencement of External Paint	03%	
On Commencement of Tiling	03%	
On Commencement of wood work	03%	
On Commencement of External Windows	03%	
On Commencement of Internal Paint	03%	
On Handing over		01%
TOTAL		
100%		

SCHEDULE -V

(Specification of the said flat)

1) STRUCTURE:

The Structure shall be stilt plus four 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 NITCO or equivalent brand.
- b) Master Bedroom – Wood finish tiles of reputed brand.
- c) Bathroom – Anti – skid matt tiles (Nitco or equivalent brand).
- d) Wall tiling in Bathrooms – Tiles of Nitco or equivalent brand.

4) FITTINGS:

- a) Sanitary Fittings – Jaquar or equivalent brand.
- b) Bath Fittings – Jaquar or equivalent brand.
- c) Electrical Fittings – Anchor or equivalent brand.

5) PAINT:

Premium paints – Asian Paints or equivalent brand.

6) DOORS:

- a) Entrance Door – Teak wood frame and Teak wood panels.
- b) Internal Doors – Timber core 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.

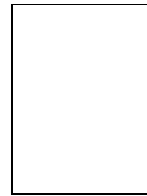
9) WATER TANK: A common underground sump with common electric pump and a common overhead tank will be provided.

10) AMENITIES: i) 24 hour security, ii) Secured gated complex with a compound wall, iii) internal Driveway, iv) Stilt car park, v) Lifts in every Block, vi) Generator power back up for lift, vii)Landscape Garden and viii)Swimming Pool subject to government approvals.

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 parties hereinabove named have set their respective hands and signed this Agreement for sale at _____(city/town name) in the presence of attesting witness, signing as such on the day first above written.

**SIGNED, SEALED AND DELIVERED BY THE
WITHIN NAMED “VENDOR/BUILDER/DEVELOPER”
“ADWALPALKAR CONSTRUCTIONS & RESORTS
PVT. LTD” THROUGH ITS DIRECTOR MR. MAHESH
R. ADWALPALKAR AND MR. MAHESH R.
ADWALPALKAR FOR CONFIRMING PARTY.**



MR. MAHESH R. ADWALPALKAR

LEFT HAND FINGER PRINTS

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RIGHT HAND FINGER PRINTS

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**SIGNED, SEALED AND DELIVERED BY THE
WITHIN NAMED "PURCHASER"**

_____.

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(Name of the Party)

LEFT HAND FINGER PRINTS

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RIGHT HAND FINGER PRINTS

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IN THE PRESENCE OF:

- 1)
- 2)

ANNEXURE – A

Comment [I21]:

Name of the Attorney at Law/Advocate- Amina Shaikh @ Phadte,

Address : Navelkar Trade Center, Office No.15,

4th floor, Opp. Azad Maidan, Panaji- Goa.

Date : 13.10.2016

Title Report

Details of the Title Report

The Schedule Above Referred to –

All that **plot A** admeasuring an area of 1917 square meters forming part of Said Entire Property known as ‘DUAS

PARTES DO PALMAR’ or ‘FIRGUENCHEM BATA’ or ‘PARYENKARACHI XIR’ or ‘PANJEKARAJI XIR’, admeasuring an area of 14,215 square meters, bearing Matriz no.415 and 416, inscribed under number 11570 and described under number 10334, folio 105, book B-27 (new) in Land Registration Office of Ilhas, Goa and surveyed under Survey No.20/3 of village Chimbél, Tiswadi, North Goa District.

Place:

Datedday of 20.....

(Signed)

Signature of Attorney-at-Law/Advocate

ANNEXURE –B

(Authenticated copies of Property Card or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/BUILDER/VENDOR/PROMOTER to the project land).

ANNEXURE –C-1

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

ANNEXURE - C-2

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

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the PURCHASER/S/ALLOTTEE as approved by the concerned local authority)

ANNEXURE –E

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