

## AGREEMENT FOR SALE

This AGREEMENT is made on this ..... day of January Two Thousand Twenty Five at Vasco da Gama, Goa (.....01.2025)

### BY AND BETWEEN

1. \_\_\_\_\_, proprietary concern of MR. \_\_\_\_\_, son of \_\_\_\_\_ aged about \_\_\_\_ years, married, businessman, Adhar Card No. \_\_\_\_\_ PAN Card No. \_\_\_\_\_, mobile No. \_\_\_\_\_, resident of \_\_\_\_\_ hereinafter called the "SELLER-CUM-DEVELOPER" (which expression shall unless repugnant to the context or meaning thereof mean and include his heirs, executors, administrators, successors and assigns ) of the FIRST PART;

2. MR. \_\_\_\_\_, son of Mr. \_\_\_\_\_, aged about ..... years, Service, married, PAN Card No. \_\_\_\_\_, Aadhar Card No. \_\_\_\_\_, Mobile No. \_\_\_\_\_, resident \_\_\_\_\_ hereinafter referred to as the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her legal heirs, representatives, nominees, administrators and assigns) of the SECOND PART.

3. \_\_\_\_\_, Sole Proprietor and also as self being \_\_\_\_\_, son of \_\_\_\_\_, aged about \_\_\_\_ years, businessman, with PAN Card No. \_\_\_\_\_, Aadhar Card No. \_\_\_\_\_, Mobile No. \_\_\_\_\_, having his office \_\_\_\_\_ and his wife 3A \_\_\_\_\_, wife of Mr. \_\_\_\_\_, daughter of Mr. \_\_\_\_\_, aged \_\_\_\_ years, Housewife, with PAN Card No. \_\_\_\_\_, Aadhar Card No. \_\_\_\_\_, both residents of \_\_\_\_\_ hereinafter jointly called as the "OWNERS" (which expression shall mean and include their respective heirs, representatives, successors and assigns) in this Agreement the OWNERS are represented in this agreement by \_\_\_\_\_, son of \_\_\_\_\_ aged about 43 years, businessman, married, Adhar Card No. \_\_\_\_\_, PAN Card No. \_\_\_\_\_ mobile No. \_\_\_\_\_, married, resident of \_\_\_\_\_ vide Power of Attorney dated 30.01.2020 executed before the Sub Registrar of Mormugao under Book POA Register Registration No. \_\_\_\_\_ dated \_\_\_\_\_ of the THIRD PART:

### AND

4. MRS. \_\_\_\_\_, wife of \_\_\_\_\_ and daughter of \_\_\_\_\_, aged about \_\_\_\_ years, married, Aadhar Card No. \_\_\_\_\_ and PAN Card No. \_\_\_\_\_, mobile No. \_\_\_\_\_ resident of \_\_\_\_\_ here in after called as the "CONFIRMING PARTY" (which expression shall unless repugnant to the context or meaning thereof mean and include her heirs, executors, administrators, successors and assigns) represented in this agreement by the SELLER-CUM-DEVELOPER vide General Power of Attorney dated \_\_\_\_\_ registered before the Sub Registrar of Mormugao under Registration Number:- \_\_\_\_\_ Dated \_\_\_\_\_ of the FOURTH PART.

All the above parties are Indian Nationals.

WHEREAS the OWNERS are the owners of ALL THAT property known as GINA or PURTY, situated at Chicalim, within the jurisdiction of the Village Panchayat of Chicalim, Taluka and Registration Sub-District of Mormugao, District of South Goa, State of Goa, described at the Land Registration Office under No. 37,016 and enrolled at 'Matriz' under No.712 admeasuring 1075.00 sq. meters, presently surveyed under Survey

No.116/6 of Chicalim Village, Mormugao Taluka and the second one being the property known as GINA or PENTY ANSEL GINA XIRA, situated at Chicalim, Taluka and Registration Sub-District of Mormugao, District of South Goa, State of Goa, not described at the Land Registration Office of Salcete but enrolled at 'Matriz' under No. 79, admeasuring 850.00 sq meters surveyed with the name 'Parti' under Survey No.116/5 of Chicalim Village, Mormugao Taluka and which are more particularly described in SCHEDULE - I herein under written (hereinafter referred to as the 'SAID PROPERTY').

AND WHEREAS the SELLER-CUM-DEVELOPER are entitled and authorised to construct building on the SAID PROPERTY in accordance with the recitals herein above;

AND WHEREAS the SELLER-CUM- DEVELOPER is in possession of the SAID PROPERTY;

AND WHEREAS the SELLER-CUM-DEVELOPER has proposed to construct on the SAID PROPERTY 4 nos of Residential buildings (Bldgs A, B, C & D) consisting stilt plus four stored.

AND WHEREAS the PURCHASER has agreed to purchase a Flat bearing number ..... (hereinafter referred to as the said "Flat") being constructed in the ..... of the said project, by the PURCHASER

AND WHEREAS the SELLER-CUM-DEVELOPER has appointed an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; AND WHEREAS the SELLER-CUM-DEVELOPER has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder Act with the Real Estate Regulatory Authority at..... under No. ....; authenticated copy is attached in Annexure;

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

AND WHEREAS by virtue of the Deed of Sale the SELLER-CUM-DEVELOPER has sole and exclusive right to sell the Flats in the said building/s to be constructed by the SELLER-CUM-DEVELOPER on the SAID PROPERTY and to enter into Agreement/s with the PURCHASER(s) of the Flats to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the PURCHASERS, the SELLER-CUM-DEVELOPER has given inspection and copies to the PURCHASERS of all the documents of title relating to the SAID PROPERTY and the plans, designs and specifications prepared by the SELLER-CUM-DEVELOPER Architects \_\_\_\_\_ and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; and the PURCHASER has acknowledged the receipt of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the legal Practitioner of the SELLER-CUM-DEVELOPER, or any other relevant revenue record showing the nature of the title of the SELLER-CUM-DEVELOPER to the SAID PROPERTY on which the Building 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 SELLER-CUM-DEVELOPER 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 flats agreed to be purchased by the PURCHASER, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto

AND WHEREAS the SELLER-CUM-DEVELOPER 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 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 competent authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the SELLER-CUM-DEVELOPER while developing the SAID PROPERTY 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 competent authority;

AND WHEREAS the SELLER-CUM-DEVELOPER has accordingly commenced construction of the said building/s in accordance with the said approved plans; AND WHEREAS the PURCHASER has approached the SELLER-CUM-DEVELOPER for purchase of an Flat No ..... being constructed in the said Project; .....

AND WHEREAS the carpet area as defined under clause (K) of section 2 of the said Act, of the said Flat is .....square meters;

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 has paid to the SELLER-CUM-DEVELOPER a sum of Rs..... (Rupees.....) only, being an advance payment or an Application Fee as provided in section 13 of the said Act (the payment and receipt whereof the SELLER-CUM-DEVELOPER both hereby admit and acknowledge) and the PURCHASER has agreed to pay to the SELLER-CUM-DEVELOPER the balance of the sale consideration in the manner hereinafter appearing.

And WHEREAS, the SELLER-CUM-DEVELOPER has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules framed thereunder with the Real Estate Regulatory Authority under No \_\_\_\_\_:

And WHEREAS, under section 13 of the said Act, the SELLER-CUM-DEVELOPER is required to execute a written Agreement for sale of the said Flat with the PURCHASER , 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 SELLER-CUM-DEVELOPER hereby agrees to sell and the PURCHASER hereby agrees to purchase the (Flat) and the garage/covered parking (if applicable)

AND WHEREAS the SAID PROPERTY consists of two properties of which the first property is admeasuring an area of 1075.00 sq. meters surveyed under Survey No.116 Sub Division 6 of Chicalim Village is seen enrolled in the name of Luciana Piedade Dourado.

AND WHEREAS vide Instrument of Sale dated 15<sup>th</sup> May 1968 executed at Comarca of Salcete, City of Margao Joint Sub-Registrar of Salcete under No. 550 at pages 395 to 397 of Book No. 1, Vol. 37 dated 18th May 1968 its owner, Luis Gonzaga Da Piedade Sequeira alias Luis Da Piedade Sequeira alongwith his wife Mrs. Hilda Da Graca Lobo e Sequeira and Quiteria Filomena De Figueiredo e Sequeira sold the said first property unto Luiciana Piedade Dourado who is married to Pedro Caetano Joao Dourado .

AND WHEREAS both Mr. Luiciana Piedade Dourado and Pedro Caetano Joao Dourado both expired on 03-03-1985 and 29-06-1987 respectively and leaving behind Mr. Ronald Xavier Dourado and Ms. Avita Maria Dourado as the sole and universal heirs which is in consonance with the Deed of Succession drawn before the Notary Public cum Sub-Registrar of Mormugao dated 16-06- 1992 at pages 73 to 77 of Notarial Book of Deed bearing no. 160.

AND WHEREAS vide Deed of Sale dated 17-06-2013 registered before the Sub-Registrar of Mormugao under Registration no. 971 at pages 161 to 178 of Book No. I, Vol. No. 1556 on 18- 06-2013, Mr. Ronald Xavier Dourado, as a bachelor, Mrs.-Avita Maria Dourado alias Mrs. Avita Fernandes with her husband Mr. Pearson Fernandes as 'Vendors' sold and conveyed the said first property unto M/s Mineiro Ferro Asia, a proprietary concern of Mr. Ashley Joseph Lewis alias Ashley Anthony Joseph alias Ashley Joseph Lewis O'Brien as Purchaser, who is the male OWNERS herein.

AND WHEREAS said M/s Mineiro Ferro Asia obtained Sanad dated 12- 12-2014 bearing reference no. I/SG/CONV/MOR/26 AC-/2013/11025 issued by the Office of the Collector & District Magistrate South Goa District to the said first property.

AND WHEREAS the second property is Surveyed under Survey No. 116/5 of Chicalim Village of Mormugao Taluka admeasuring 850.00 square meters.

AND WHEREAS vide Deed of Sale dated 4<sup>th</sup> November 1976 executed before the Joint Sub- Registrar of Mormugao under No. 306 at pages. 315 to 319 of Book No. 1. Vol. 29 November dated 5 1976, its owner Smt. Maria Rita Nina Noronha e. Cabral sold and conveyed the said second property unto Smt. Luciana Piedade Dourado.

AND WHEREAS both Mr. Luiciana Piedade Dourado and Pedro Caetano Joao Dourado both expired on 03-03-1985 and 29-06-1987 respectively and leaving behind Mr. Ronald Xavier Dourado and Ms. Avita Maria Dourado as the sole and universal heirs which is in consonance with the Deed of Succession drawn before the Notary Public cum Sub-Registrar of Mormugao dated 16-06- 1992 at pages 73 to 77 of Notarial Book of Deed bearing no. 160.

AND WHEREAS name of one 'Convent of Carmel of Chicalim' was wrongly mentioned and accordingly a suit was filed at Vasco Civil Court bearing Regular Civil Suit No.

96/2003/D for deleting the name of Convent of Carmel of Chicalim which was decreed vide Judgment, Decree and Order on 23-09-2004 whereby Mr. Ronald Xavier Dourado and Ms. Avita Maria Dourado were declared as Owners of the said second property as per Order dated 23-09-2004.

AND WHEREAS vide Deed of Sale dated 17-06-2013 registered before the Sub-Registrar of Mormugao under Registration no. 970 at pages 143 to 160 of Book No. I, Vol. No. 1556 on 18-06-2013 Mr. Ronald Xavier Dourado, bachelor, Mrs. Avita Maria Dourado alias Mrs. Avita Fernandes and her husband Mr. Pearson Fernandes as 'Vendors' sold and conveyed the said second property unto M/s Mineiro Ferro Asia, a proprietary concern of Mr. Ashley Joseph Lewis alias Ashley Anthony Joseph alias Ashley Joseph Lewis O'Brien as Purchaser, who is the male OWNERS herein.

AND WHEREAS said M/s Mineiro Ferro Asia also obtained Sanad dated 12-12-2014 bearing reference no. I/SG/CONV/MOR/26 AC- /2013/11024 issued by the Office of the Collector & District Magistrate South Goa District to the said second property.

AND WHEREAS vide Agreement dated 27.06.2024 duly registered before the Sub Registrar of Mormugao under Registration No. MOR-1-1300-2024 dated 28.06.2024 the aforesaid SELLER-CUM-DEVELOPER agreed to purchase and sell the SAID PROPERTY upon constructing multi dwelling unit/s in the SAID PROPERTY from the OWNERS under the terms and conditions appearing therein.

AND WHEREAS accordingly the SELLER-CUM-DEVELOPER has taken on the development and/or construction in the SAID PROPERTY of the construction of Multi Family Dwelling building and accordingly has obtained Development Permission from the Mormugao Planning and Development Authority vide Letter dated \_\_\_\_\_, Construction License No. \_\_\_\_\_ issued by the office of Village Panchayat of Chicalim, Goa, No Objection Certificate from the Office of Assistant Engineer Electricity Department Sub-Div II \_\_\_\_\_ and No Objection Certificate Ref No. \_\_\_\_\_ issued by Directorate of Health Services, Primary Health Centre.

AND WHEREAS the SELLER-CUM-DEVELOPER has also got registered the project to be undertaken in the SAID PROPERTY under the provisions of the Act with the Real Estate Regulatory Authority at Panaji, Goa under No. PRGO.....

AND WHEREAS the PURCHASER has demanded from the SELLER-CUM-DEVELOPER and accordingly have taken inspection of all the relevant and required documents in entirety including documents of title, approved plans, designs, specifications and such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 and the Rules and Regulations made thereunder (hereinafter referred to as the 'said Act') and the PURCHASERS has duly verified and scrutinized the same and having satisfied thereto, the parties have entered into this agreement in writing.

AND WHEREAS the SELLER-CUM-DEVELOPER has annexed the copies of the Certificate of Title concerning the SAID PROPERTY issued by Advocate Shri. A Suresh Rao at Annexure II, Layout plan as approved by the competent authorities at Annexure III, approved plan of the project agreed to be purchased by the PURCHASER at Annexure IV.

AND WHEREAS the SELLER-CUM-DEVELOPER accordingly have proposed to sell the undivided rights in the SAID PROPERTY to such buyers/purchasers in the SAID

PROPERTY to an extent of part construction of such unit/s in the said project and further intending to construct the residential building/s in stages thereafter and accordingly the project known of the aforesaid construction in the SAID PROPERTY named as '.....'"

AND WHEREAS the SELLER-CUM-DEVELOPER has already begun the project as per Architect's advise registered with the Council of Architects as also separately had appointed a structural engineer for the preparation of the structural design and drawing of the buildings.

AND WHEREAS the accordingly the PURCHASER has approached the SELLER-CUM-DEVELOPER, for purchase of ALL THAT Flat No. identified under No ..... admeasuring carpet area of ..... (.....) square metres or super built-up area of ..... (.....) square metres on the ..... floor/s in the said project known as '..... situated at Chicalim, Goa which is better shown delineated in red boundary line in the plan annexed hereto at Annexure - I and are more particularly described in SCHEDULE - II hereunder written (hereinafter jointly referred to as the 'SAID PREMISES') along with corresponding proportionate floor area/undivided share in the SAID PROPERTY which are more particularly described in SCHEDULE - I hereinafter written.

AND WHEREAS the aforesaid carpet area of ..... (.....) square metres of the SAID PREMISES is as defined under clause (K) of Section 2 of the said Act.

AND WHEREAS the parties to this agreement based/relying upon 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 upon the terms and conditions hereinafter.

AND WHEREAS the SELLER-CUM-DEVELOPER has registered the project under the said Act under No. .... and further Section 13 of the said Act requires to execute and register the written agreement between the SELLER-CUM-DEVELOPER and the PURCHASERS before the Registering Authority.

AND WHEREAS the SELLER-CUM-DEVELOPER alongwith the OWNERS/CONFIRMING PARTY has agreed to sell, transfer, assign and/or construct the SAID PREMISES for the PURCHASERS provided the PURCHASERS remits the entire price consideration of Rs. ..../- (Rupees ..... Only) which includes the amount for the undivided sale, transfer and assignment of the proportionate undivided share in the SAID PROPERTY subject to the further terms and conditions hereafter appearing.

AND WHEREAS the PURCHASER has agreed to compulsorily make payment of the entire agreed consideration of Rs. ..../- (Rupees ..... Only) strictly in the manner stipulated in SCHEDULE - III hereafter written, which shall be of the absolute essence.

AND WHEREAS the PURCHASER has also seen, verified and approved the specification of the building named '.....' as also the plans of the SAID PREMISES which is attached hereto at Annexure - I with its boundaries delineated in red and for the purpose of identification signed by the parties hereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH it is hereby agreed upon by and between the parties hereto as follows:-

1. The SELLER-CUM-DEVELOPER has agreed to construct and undertake the project known as ..... in accordance with the plans, designs and specifications as approved by the concerned competent authorities and further agreed to sell, transfer, assign and convey the SAID PREMISES being Flat No. .... identified under No. .... admeasuring carpet area of ..... (.....) square metres and/or super built-up area of ..... (.....) square metres situated on the ..... floor in the said project known as '..... situated at Chicalim, Goa which flat is better shown delineated in red boundary line in the plan annexed hereto at Annexure - I and are more particularly described in SCHEDULE - II hereunder written alongwith corresponding proportionate floor area/undivided share in the SAID PROPERTY which is more particularly described in SCHEDULE - I hereinafter written and right to exclusive use of one covered parking in accordance with RCC drawings and calculations made by the SELLER-CUM-DEVELOPER's Engineer for a total consideration/cost of Rs. ..../- (Rupees ..... Only) which includes the amount for the corresponding undivided share in the SAID PROPERTY under the terms as appearing hereunder.

2. (a) The PURCHASERS shall pay the said total consideration/cost of Rs...../- (Rupees .....Only) out of which the PURCHASERS have paid on signing this agreement the sum of Rs. ..../- paid vide cheque No. .... dated ..... as advance as provided in the said Act (the receipt whereof the SELLER-CUM-DEVELOPER hereby admit and acknowledge) and the remaining instalment shall be strictly paid as mentioned in SCHEDULE - III hereunder written. The PURCHASERS agrees and undertakes to pay to the SELLER-CUM-DEVELOPER the sum stipulated in the SCHEDULE - III hereunder strictly on or before the stipulated time thereto. The time of payment is the absolute essence of this agreement. In case the PURCHASERS fail to make payment of any instalment to the SELLER-CUM-DEVELOPER as stipulated in SCHEDULE - III hereto including proportionate share of taxes, fees, charges etc., the SELLER-CUM-DEVELOPER without prejudice to charge maximum interest as may be permissible under the said Act are also entitled to send final notice of maximum 15 (fifteen) days to the PURCHASERS for the payment of such dues and if the PURCHASERS further fails to make the payment within such fifteen clear days from the date of posting such notice at the address of the PURCHASERS as mentioned herein below for any reason whatsoever, this agreement shall be automatically stands terminated/cancelled without any further act/deed and the SELLER-CUM-DEVELOPER thereafter shall be absolutely free to enter into any agreement with any person of the SELLER-CUM-DEVELOPER's choice to sell, transfer and assign the SAID PREMISES alongwith the sale of the corresponding undivided share in the SAID PROPERTY to any third party/buyers upon such terms as the SELLER-CUM-DEVELOPER may deem fit and the only obligation of the SELLER-CUM-DEVELOPER is to refund to the PURCHASERS the entire amount the SELLER-CUM-DEVELOPER had received from the PURCHASERS till then after deducting an amount of 25% of the amount paid at time of signing agreement being the total and agreed liquidated damage and such refund of the balance after deducting the aforesaid sum which shall not carry any interest and/or any other charges whatsoever shall be paid within sixty days from such termination and the PURCHASERS shall not have any right and/or claim of any nature whatsoever against the SAID PREMISES or the undivided share in the SAID PROPERTY and/or under this agreement, the SELLER-CUM-DEVELOPER and/or against the construction work made by the SELLER-CUM-DEVELOPER. It is hereby expressly agreed that as aforesaid, the time of payment of instalments shall be the absolute essence of this agreement and any delay tolerated or indulgence shown in enforcing the terms of the agreement or any forbearance of giving time shall under no circumstances constitute as waiver unless specifically done in writing.

b) The aforesaid sum of Rs...../- (Rupees ..... Only) includes the fees of the said contractor, Architect and R.C.C. Consultant and also includes the amount for the sale/transfer/conveyance of corresponding proportionate undivided share in the SAID PROPERTY to the built up area of the SAID PREMISES but however any levies, imposition, taxes, fees including infrastructure tax, Goods & Service Tax, Cess etc. imposed by the competent/concerned authorities as may be applicable to the SAID PREMISES shall be exclusively borne and paid by the PURCHASERS as and when demanded by the SELLER-CUM-DEVELOPER.

c) Any development/betterment charges or deposits if demanded by or to be paid to the Village Panchayat, labour, planning authorities and/or any other competent Authorities including that for giving water, electricity connection to the SAID PREMISES and/or in the aforesaid building proposed to be constructed in the SAID PROPERTY shall be payable by all the unit holders including the PURCHASERS in the said building proportionate to his/her premises/units and such the amount shall be determined by the SELLER-CUM-DEVELOPER. The PURCHASERS shall be bound to pay to the SELLER-CUM-DEVELOPER within fifteen days of demand such proportionate share, such charges and/or deposits. The PURCHASERS are also liable to pay before taking over the possession of the SAID PREMISES to the SELLER-CUM-DEVELOPER towards PWD Water meter deposit/electricity deposit/connection charges/transformer and cost of Electric Meter and any other taxes, cesss etc., as may be levied by competent/concerned authorities which shall be payable by the respective purchasers/buyers of such units including the PURCHASERS.

d) Any additional taxes, charges or out goings levied by the any competent Authorities exclusively pertaining to the SAID PREMISES shall be borne and paid by the PURCHASERS, from the date occupancy certificate, irrespective of whether the PURCHASERS has taken the possession thereof or not.

e) The SELLER-CUM-DEVELOPER shall carry on and complete construction of the building in accordance with the development permission and construction licence of the competent authorities and with specifications as per SCHEDULE - IV hereunder written and as per instructions and under the supervision of Architect of the SELLER-CUM-DEVELOPER and the PURCHASERS shall not change either the external elevation, look or in the specification, original construction plan, amenities/items or external paintings other than those undertaken by the SELLER-CUM-DEVELOPER and the PURCHASERS shall obtain prior permission from the SELLER-CUM-DEVELOPER in writing including for the specific pattern/design of the external Grills to be affixed therein and only after such approval by the SELLER-CUM-DEVELOPER, the same shall be affixed by the PURCHASERS at her own cost. Any failure on the part of the PURCHASERS shall entitle the SELLER-CUM-DEVELOPER to remove any such affixation of any nature whatsoever and further the PURCHASERS is bound to pay fine, damages and other charges being Rs. 20,000/- besides the cost incurred for such removal.

The SELLER-CUM-DEVELOPER shall ensure the carpet area of the SAID PREMISES shall be as mentioned above with variation upto four percent. In case of any variation/changes in the carpet area that is in case the carpet area exceeds, the PURCHASER shall be bound to pay proportionately as per the agreed consideration above and in case the carpet area reduces/decreases, the SELLER-CUM-DEVELOPER shall refund the proportionate excess consideration received within forty five days with annual interest rate as prescribed in the said Act.

3 (a) Subject to the PURCHASER making full payment of all the amounts due by him under this agreement and subject to "Force Majeure" and /or any other circumstances



beyond the SELLER-CUM-DEVELOPER's control or for any unavoidable or inevitable circumstances as appearing hereunder, the SELLER-CUM-DEVELOPER shall complete the construction of the SAID PREMISES in all respects and ensure that the same is kept ready for occupation within a period of \_\_\_\_ months from the date of signing this agreement.

b) If the SELLER-CUM-DEVELOPER fails to abide by the time schedule for completing the project and handing over the SAID PREMISES to the PURCHASER, the SELLER-CUM-DEVELOPER agrees to pay to the PURCHASER, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the PURCHASER, for every month of delay, till the handing over of the possession. The PURCHASER agrees to pay to the SELLER-CUM-DEVELOPER, interest as specified in the Said Rules, on all the delayed payment which become due and payable by the PURCHASER to the SELLER-CUM-DEVELOPER under the terms of this Agreement from the date the said amount is payable by the PURCHASER(s) to the SELLER-CUM-DEVELOPER. If the SELLER-CUM-DEVELOPER fails or neglects to give possession of the Apartment to the PURCHASER on account of reasons beyond his control and of his agents by the aforesaid date then the SELLER-CUM-DEVELOPER shall be liable on demand to refund to the PURCHASER the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause (4a) here in above from the date the SELLER-CUM-DEVELOPER received the sum till the date the amounts and interest thereon is repaid.

c) If the SELLER-CUM-DEVELOPER fails to abide by the time schedule for completing the project and handing over the SAID PREMISES to the PURCHASER, the SELLER-CUM-DEVELOPER agrees to pay to the PURCHASER, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the PURCHASER, for every month of delay, till the handing over of the possession. The PURCHASER agrees to pay to the SELLER-CUM-DEVELOPER, interest as specified in the Said Rules, on all the delayed payment which become due and payable by the PURCHASERS to the SELLER-CUM-DEVELOPER under the terms of this Agreement from the date the said amount is payable by the PURCHASER(s) to the SELLER-CUM-DEVELOPER.

d) Within 10 days of the SELLER-CUM-DEVELOPER offering possession of the SAID PREMISES to the PURCHASER after obtaining occupancy certificate, the PURCHASER shall take possession thereof after inspecting the same in all respects as no any further grievance/claim/objection would be entertained thereafter. The SELLER-CUM-DEVELOPER shall not incur any liability if they are unable to deliver the possession of the SAID PREMISES by the date stipulated in clause 3 (a) above, if the completion of the scheme is delayed by reason of non-availability of material/s, labour and /or water supply, electric power/drainage/sewage connection or any reason of war, civil commotion or any act of God or if non-delivery of possession is as a result of any notice order, rule or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the SELLER-CUM-DEVELOPER, and in any of the aforesaid events the SELLER-CUM-DEVELOPER shall be entitled to reasonable additional extension of time of delivery of possession thereof. The SELLER-CUM-DEVELOPER agrees and undertakes to indemnify the PURCHASERS in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the SELLER-CUM-DEVELOPER undertaken under the terms in this agreement.

e) If within a period of five years from the date of handing over the SAID PREMISES to the PURCHASER, the PURCHASER brings to the notice of the SELLER-CUM-DEVELOPER any structural defect in the SAID PREMISES or the building or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the SELLER-CUM-DEVELOPER's nominee/s who had respectively undertaken the specified work for which SELLER-CUM-DEVELOPER has entered into separate contract and as such. The respective nominee/s shall rectify any such defect, failing which the PURCHASERS shall be entitled to receive from the SELLER-CUM-DEVELOPER's nominee/s compensation for such defect in the manner as provided under the Act. In case the PURCHASER carry out any work within the SAID PREMISES after taking possession, resulting in cracks and dampness or any other defects within or to the adjoining unit/s, then in such an event the SELLER-CUM-DEVELOPER shall not be liable to rectify or pay compensation. But the SELLER-CUM-DEVELOPER 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.

(f) The PURCHASERS shall take possession of the SAID PREMISES after inspecting the same in all respects as no any further grievance/claim/objection would not be entertained thereafter. The SELLER-CUM-DEVELOPER agrees and undertakes to rectify the PURCHASERS in case of failure of fulfilment of any of the formalities or documentation on the part of the SELLER-CUM-DEVELOPER to be undertaken under the terms in this agreement.

(g) The PURCHASERS shall use the SAID PREMISES for the purpose which is permissible and abide by the prevailing laws, regulations, byelaws etc. as may be applicable and the PURCHASERS will not carry out or conduct any activity in the SAID PREMISES which may cause annoyance or nuisance to other occupants of the building in which the SAID PREMISES is located.

(h) The PURCHASERS shall from the date of possession maintain the SAID PREMISES, its walls, partitions, sewers, drains, pipes and appurtenances thereto, at his/her cost, in good and tenantable repair and condition and shall not do or suffer to be done anything therein or thereto and/or common area which may be against the conditions or rules or bye-laws of the competent or any Authorities and shall attend to answer and will be responsible for all actions for violation of any such condition or rules or bye laws.

(i) The PURCHASERS shall not let, sub-let, sell, transfer, assign or part with his interest under or benefit of the Agreement or part with possession of the SAID PREMISES until all the dues payable by him/her/them to the SELLER-CUM-DEVELOPER under this Agreement are fully paid up and that too only if the PURCHASERS have not been guilty of breach or non-observance of any of the terms and/or conditions of this Agreement and until the PURCHASERS obtains the previous consent in writing of the SELLER-CUM-DEVELOPER and any such transfer without such consent in writing shall stand invalid and not binding.

(j) The PURCHASER shall permit the SELLER-CUM-DEVELOPER and their Surveyors and Agents, with or without workmen and other persons at all reasonable times to enter into and upon the SAID PREMISES or any part thereof to view and examine the state and condition thereof and the PURCHASER shall make good, within one month of the giving such notice in writing to the PURCHASER all defects, decay and want of repair and also for the purpose of repairing any part of the building and for the purpose of making, repairing, maintaining, re-building, cleaning, lighting and keeping order and

condition all services, drains, pipes structure or other conveniences belonging to or serving or use for the said building and also for the purpose of lying, maintaining, repairing and testing drainage and water pipes and electric wires and cable and for similar other purposes and for all other purpose contemplated by this Agreement.

In the event of any transfer of rights/interests of the PURCHASER accrued under this agreement prior to the conveyance/sale deed of the unit purchased by him/her under this agreement to any third party, the SELLER-CUM-DEVELOPER is entitled to charge administrative/processing charges for every such transfer/assignment, however permission for such transfer/assignment shall be permitted by the SELLER-CUM-DEVELOPER at their sole discretion.

4(a). The possession of the SAID PREMISES shall be taken by the PURCHASERS only after due inspection and fully satisfied about the workmanship and upon the PURCHASERS taking possession of the SAID PREMISES, the PURCHASERS shall have absolutely no any claim against and/or in respect of any item/work in the SAID PREMISES which may be alleged not to have been carried out and/or completed. Cracks/dampness caused due to interior work undertaken by the PURCHASERS shall not be considered as defective work unless the architect of the SELLER-CUM-DEVELOPER opines otherwise. Similarly the SELLER-CUM-DEVELOPER shall not be responsible for colour/size variation in painting, flooring, tiles, glazed tiles or natural stones like marble granite any sanitary fittings etc.

b) Upon to taking the possession of the SAID PREMISES or commencing week after notice is given by the SELLER-CUM-DEVELOPER to the PURCHASER that the SAID PREMISES are ready for use and occupation, the PURCHASER shall be liable to pay ,the following amounts which shall be calculated and intimated to the PURCHASER before handing over and execution of sale deed , the quantum shall be finalized at the appropriate time.

- i. RS (As may be determined appropriately) for share money, application entrance fee of the Society or Limited Company /Federation / Apex body.
- ii. RS (As may be determined appropriately) for formation and registration of the Society or Limited Company/Federation/Apex body.
- iii. RS (As may be determined appropriately) for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body
- iv. RS (As may be determined appropriately) For deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body.
- v. RS (As may be determined appropriately) For Deposit towards Water, Electric, and other utility and services connection charges &
- vi. RS (As may be determined appropriately) for deposits of electrical receiving and Sub Station provided in Layout
- vii. RS (As may be determined appropriately) As legal charges
- viii. RS (As may be determined appropriately) as infrastructure tax.
- ix. RS (As may be determined appropriately) as corpus in respect of Society or Limited Company /Federation/Apex body
- x. RS (As may be determined appropriately) as stamp duty and registration charges.

(c) The PURCHASERS shall pay to the SELLER-CUM-DEVELOPER as may be conveyed for meeting all the legal costs, charges and expenses, including professional costs of the legal practitioner of the SELLER-CUM-DEVELOPER 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.

(d) The SELLER-CUM-DEVELOPER shall maintain a separate account in respect of sums received by the SELLER-CUM-DEVELOPER from the PURCHASERS as advance/deposit/sums received on account of the share capital 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.

(e) The PURCHASERS alongwith other purchaser/buyers of the unit/s in the project "....." shall be jointly be responsible to abide by all the future bye laws, rules and regulations as may be applicable including STP liability, Fire and Safety Rules, regular maintenance of lift, generator, CCTV etc. either through ENTITY or jointly without any obligation/liability to the SELLER-CUM-DEVELOPER and/or the OWNERS/CONFIRMING PARTY.

5. The SELLER-CUM-DEVELOPER hereby represents and warrants to the PURCHASERS as follows:

i. The SELLER-CUM-DEVELOPER has clear and marketable title with respect to the SAID PROPERTY; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the SAID PROPERTY and also has actual, physical and legal possession of the SAID PROPERTY for the implementation of the Project;

ii. The SELLER-CUM-DEVELOPER 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 SAID PROPERTY 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 SAID PROPERTY or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the SAID PROPERTY and said building/wing/Block 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, SAID PROPERTY and said building/wing shall be obtained by following due process of law and the SELLER-CUM-DEVELOPER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, SAID PROPERTY, Building/wing and common areas;

vi. The SELLER-CUM-DEVELOPER 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 PURCHASERS created herein, may prejudicially be affected;

vii. The SELLER-CUM-DEVELOPER 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 subject matter of the unit of this agreement which will, in any manner, affect the rights of PURCHASERS under this Agreement;

viii. The SELLER-CUM-DEVELOPER confirms that the SELLER-CUM-DEVELOPER is not restricted in any manner whatsoever from selling the SAID PREMISES to the PURCHASERS in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the Society/Entity/Association, the SELLER-CUM-DEVELOPER shall handover lawful, vacant, peaceful, physical possession of the common areas of the project to such entity;

x. 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 SELLER-CUM-DEVELOPER in respect of the SAID PROPERTY and/or the Project except those disclosed in the title report.

xi. The SELLER-CUM-DEVELOPER has absolute right to use the remaining floor area ratio road/access to the rear/south portion of the remaining portion of the bigger plot being the SAID PROPERTY for additional construction, usage as the SELLER-CUM-DEVELOPER and the PURCHASER/S or his/her assignee/nominee shall have absolutely shall not interfere, object in any manner till such time the SELLER-CUM-DEVELOPER may make effective use of the entire property owned by him.

6. It is hereby agreed that the SELLER-CUM-DEVELOPER shall be entitled, empowered, authorised irrevocably and are hereby permitted to make such variations, changes, revision and/or alterations in the above plan and/or in the layout/elevation of the building including/garden, open spaces, set-back and/or varying the location, plan or the access to the building, as the exigencies of the situations and the circumstances of the case may require including effective utilization of entire FAR/FSI and as may be permissible under the said Act including access/road to the southern portion of the property owned by the SELLER-CUM-DEVELOPER, as the PURCHASERS is only, exclusively entitled to the SAID PREMISES without any other rights, title, interest of any nature whatsoever in the SAID PROPERTY and/or construction/s, structures, open space, terrace, road etc. unless allotted as the same entirely and exclusively belongs to the SELLER-CUM-DEVELOPER, who have exclusive, absolute and unhindered right to allot, sell, transfer the same to such person/s as the SELLER-CUM-DEVELOPER in their absolute discretion deems fit. This provision shall be considered as consent in writing of the PURCHASERS as required by law/said Act as the SELLER-CUM-DEVELOPER has the unqualified and unfettered right to the SAID PROPERTY and/or the construction/development undertaken and/or to be undertaken in the SAID PROPERTY including any such parking, private terrace, open space, terrace, access/road throughout the property owned by the SELLER-CUM-DEVELOPER.

7a) The SELLER-CUM-DEVELOPER shall only assists the PURCHASERS and the other flat /premises/garage holder in forming a Co-operative Housing Society, Limited Company, Association of persons or such other entity for owning and/or maintaining the SAID PLOT and/or constructions therein only after completion of the entire project and its effective use of FAR/FSI including road to the rear/southern portion of the remaining property.

b) It shall be entirely at the discretion of the SELLER-CUM-DEVELOPER to decide whether to form a Co-operative Society, a Limited Company, Association of Persons or any other entity (hereinafter referred to as the 'ENTITY').

c) Whenever the SELLER-CUM-DEVELOPER takes a decision in this matter, the PURCHASERS and other Holders of the building/units shall be bound to sign all forms, application, deeds and other documents as may be required for the formation of the ENTITY and for the conveyance of the SAID PROPERTY and/or the aforesaid SAID PREMISES etc as the case may be.

d) The PURCHASERS and the persons to whom the SAID PREMISES is let, sublet, transferred, assigned or given possession of shall be governed by and shall observe and comply with all the bye-laws, rules and regulations that may be laid down by the ENTITY from time to time and shall also governed by the laws which may be applicable to the ENTITY.

e) The PURCHASERS hereby agree/s and undertake/s to be a members of the ENTITY to be formed in the manner therein appearing and also from time to time to sign and execute all applications for registration and for membership and other documents for the purpose necessary, for the formation and the registration of the ENTITY and return to the SELLER-CUM-DEVELOPER the same within 10 (ten) days of same being intimated by the SELLER-CUM-DEVELOPER to the PURCHASERS.

f) The PURCHASERS shall be bound to sign all papers and documents and to do all acts, deeds and things as may be necessary from time to time, for safeguarding the interest of the constructions made in the SAID PROPERTY and of the other premises holders in the said building constructed/proposed to be constructed in the SAID PROPERTY .

g) The SELLER-CUM-DEVELOPER shall be under absolute and total control of all those premises, structures, open space, constructions, terraces, roads, setback etc. in building/s construction made in the SAID PROPERTY as the PURCHASERS has been sold exclusive and only right to the SAID PREMISES and the SELLER-CUM-DEVELOPER at their discretion may sell, transfer, allot the same to such persons as SELLER-CUM-DEVELOPER deems fit upon such condition. Should the SELLER-CUM-DEVELOPER decides to retain any portion/structures/open space in the SAID PROPERTY, they shall join the ENTITY along with the other holders.

h) All papers pertaining to the formation of the ENTITY and/or the rules and regulations thereof as also all the necessary deed/deed of conveyance shall be prepared by the Advocate of the SELLER-CUM-DEVELOPER.

i) All cost, charges, expenses including stamp duty registration charges and any other expense in connection with preparation, execution and registration of the Deed/Deeds of the conveyance and/or for the formation of the ENTITY shall be borne by the PURCHASERS proportionately along with other PURCHASER/buyer of units in the building and/or by the PURCHASERS himself/herself as the case may be, as may be decided by the SELLER-CUM-DEVELOPER.

j) The PURCHASERS/s or himself/themselves with intention to bring all persons into whosoever hands the SAID PREMISES may come, hereby covenants with the SELLER-CUM-DEVELOPER as follows :

i. To maintain the SAID PREMISES at the PURCHASERS's own cost in good and tenantable repair and condition from the date that of possession of the SAID PREMISES is taken and shall not do or suffer to be done anything in or to the building in which the SAID PREMISES 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 SAID PREMISES itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the SAID PREMISES 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 PREMISES 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 PREMISES is situated, including entrances of the building in which the SAID PREMISES is situated and in case any damage is caused to the building in which the SAID PREMISES is situated or the SAID PREMISES on account of negligence or default of the PURCHASERS in this behalf, the PURCHASERS shall be liable for the consequences of the breach.
- iii. To carry out at the own cost of the PURCHASERS all internal repairs to the said Apartment and maintain the SAID PREMISES in the same condition, state and order in which it was delivered by the SELLER-CUM-DEVELOPER to the PURCHASERS and shall not do or suffer to be done anything in or to the building in which the SAID PREMISES is situated or the SAID PREMISES 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 PURCHASERS committing any act in contravention of the above provision, the PURCHASERS shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the SAID PREMISES 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 PREMISES 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 SAID PREMISES 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 SELLER-CUM-DEVELOPER 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 SAID PROPERTY and the building in which the SAID PREMISES 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 PREMISES in the compound or any portion of the SAID PROPERTY and the building in which the SAID PREMISES is situated.
- vii. Pay to the SELLER-CUM-DEVELOPER within fifteen days of demand by the SELLER-CUM-DEVELOPER, 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 PREMISES 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 PREMISES by the PURCHASERS for any purposes other than for purpose for which it is sold.
- ix. The PURCHASERS 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 PREMISES until all the dues payable by the PURCHASERS to the SELLER-CUM-DEVELOPER under this Agreement are fully paid up and that too upon obtaining written permission from the SELLER-CUM-DEVELOPER.
- x. The PURCHASERS 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 PURCHASERS 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.

8. a) Nothing contained in these presents is intended to be and shall be construed to be grant, demise or assignment in law of the aforesaid SAID PREMISES or the undivided share in the SAID PROPERTY or any part thereof.

b) In the event the ENTITY cannot be formed for any reason or the conveyance cannot be executed in the name of the ENTITY, the SELLER-CUM-DEVELOPER along with the OWNERS and the CONFIRMING PARTY shall get executed the Conveyance of the undivided portions of the SAID PROPERTY from the SELLER-CUM-DEVELOPER along with the units in the names of all the Holder/buyer in proportion to the built up area owned by each of them in the said building constructed in the SAID PROPERTY and/or such revised unit/building upon its completion as a whole.

9. The PURCHASERS has absolutely no claim, right of any nature whatsoever other than in respect of exclusively and only the SAID PREMISES agreed to be purchased by him/her. The open spaces, unallotted parking slots, terrace/s, clear unobstructed access/road through setback of the building to the rear/southern portion of the SAID PROPERTY etc. shall and will remain exclusive the PLOT and right of the SELLER-CUM-DEVELOPER and the SELLER-CUM-DEVELOPER are free to deal with the same without any interference, objection from the PURCHASERS or such entity of any nature whatsoever, till the aforesaid project in entirety is completed and transferred to the said ENTITY (except the right of the PURCHASERS under this Agreement being exclusively limited to the aforesaid SAID PREMISES), the PURCHASERS shall have absolutely no right over the same. It is expressly agreed that the SELLER-CUM-DEVELOPER have liberty to sell, assign, transfer or otherwise deal with such rights, title and interest, structures, constructions including the open spaces, setback, road, unallotted parking space, terrace etc. in the SAID PROPERTY at such terms, prices and conditions as the SELLER-CUM-DEVELOPER may deem fit and proper at their entire discretion and the PURCHASERS shall in no way obstruct, interfere, object thereof including the construction of the further building in the SAID PROPERTY.

10. (a) The SELLER-CUM-DEVELOPER shall have the first lien and paramount charge on the SAID PREMISES agreed to be acquired by the PURCHASERS under this Agreement. Any delay or indulgence by the SELLER-CUM-DEVELOPER in enforcing the terms of this agreement or any forbearance or giving time to the PURCHASERS shall not be considered as a waiver on the part of the SELLER-CUM-DEVELOPER of any breach or non-compliance of any terms and conditions of this agreement by the PURCHASERS nor shall the same in any manner prejudice the remedies of the SELLER-CUM-DEVELOPER.

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



(c) 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.

(d) Wherever in this Agreement it is stipulated that the PURCHASERS has to make any payment, in common/proportionately with other purchaser/buyer in Project, the same shall be in proportion to the carpet area of the SAID PREMISES to the total carpet area of all the buildings/project. For such calculations, areas of exclusive balconies, verandas, and/or terraces shall be added to the carpet areas of respective purchaser/buyer.

(e) 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.

(f) The execution of this Agreement shall be complete only upon its execution by the SELLER-CUM-DEVELOPER and registration before the sub-registration within the time limit prescribed by the Registration Act and the SELLER-CUM-DEVELOPER will attend such office and admit execution thereof and only hereafter this Agreement shall be deemed to have been executed.

11. All inspections by the PURCHASERS when the construction work is in progress shall be at the entire risk of the PURCHASERS and the SELLER-CUM-DEVELOPER shall not be liable in any manner in case of any such injury to the PURCHASERS or any person on their behalf.

12. The CONFIRMING PARTY has signed this agreement being wife of SELLER-CUM-DEVELOPER who otherwise is absolutely not connected with this transaction in any manner whatsoever but who grants her consent to this agreement without any right, claim, liability and/or obligation

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

Name of PURCHASERS	Name of the SELLER-CUM-DEVELOPER : .....
(PURCHASER's Address) .....	Address of SELLER-CUM-DEVELOPER .....
Notified Email ID: .....	Notified Email ID :
Mobile No. ....	Mobile No : .....

It shall be the duty of the PURCHASERS and the SELLER-CUM-DEVELOPER 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 SELLER-CUM-DEVELOPER or the PURCHASERS, as the case may be.

13. If at any time prior or thereafter to/upon the execution of the Deed of Conveyance and handing over the respective premises to the PURCHASERS as stipulated in this Agreement, the Floor Area Ratio/FSI presently applicable to the SAID PROPERTY are increased, such increase/benefits, privileges shall ensure for the benefit of the SELLER-CUM-DEVELOPER alone without any rebate/right to the PURCHASERS.

14 (a) Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which 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.

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

15. The possession of the SAID PREMISES has not been delivered and the sale/conveyance of the same shall be by appropriate documents under the terms stated hereinabove.

#### **SCHEDULE - I**

ALL THAT the property known as GINA or PENTY ANSEL GINA XIRA, situated at Chicalim, Taluka and Registration Sub-District of Mormugao, District of South Goa, State of Goa, not described at the Land Registration Office of Salcete but enrolled at 'matriz' under No. 79, admeasuring 850.00 sq meters, surveyed with the name 'Parti' under Survey No.116 Sub Division 5 of Chicalim Village, Mormugao Taluka and the property known as GINA or PURTY, situated at Chicalim, within the jurisdiction of the Village Panchayat of Chicalim, Taluka and Registration Sub-District of Mormugao, District of South Goa, State of Goa, described at the Land Registration Office under No.37,016 and enrolled at Matriz under No.712, admeasuring 1075.00 sq. meters, presently surveyed under Survey No.116 Sub Division 6 of Chicalim Village, Mormugao Taluka which is better shown delineated in red colour boundary line in the plan annexed hereto and the aforesaid property is bounded as under:

On the East:- By property surveyed under No. 116/7

On the West:- By property surveyed under No. 116/4

On the North:- By Road and

On the South:- By property surveyed under No. 116/8

#### **SCHEDULE - III**

ALL THAT Flat identified under No ..... admeasuring carpet area of ..... (.....) square metres or super built-up area of ..... (.....) square metres on the ..... floor in the said building/project known as '.....' situated at Chicalim, Goa alongwith corresponding proportionate floor area/undivided share in the SAID PROPERTY which is more particularly described in SCHEDULE - I hereinabove written and right to exclusive use

of covered parking which are better shown delineated in red boundary line on the plan annexed hereto and the Flat is bounded as under:

On the North: By .....  
On the South: By .....  
On the East: By .....  
On the West: By .....

SCHEDULE-III  
(Payment Schedule)

FLAT No ..... on the ..... Floor.

Sr. No.	Detail	Amount
01	On signing this Agreement	Rs. ....../-
02	On completion of Plinth	Rs. ....../
03	On completion of 1 <sup>st</sup> Slab	Rs. ....../
04	On completion of 2 <sup>nd</sup> Slab	Rs. ....../
05	On completion of 3 <sup>rd</sup> Slab	Rs. ....../
06	On completion of 4 <sup>th</sup> slab	Rs. ....../
07	On completion of Roof slab	Rs. ....../
08	On completion of Masonry	Rs. ....../
09	On completion of Plaster	Rs. ....../
10	On completion of painting and flooring	Rs. ....../
11	On handing over of Possession	Rs. ....../
12	Total	Rs. ....00

Note: Goods and Services tax and such other taxes at prevailing rate or any changes thereto will be charged extra on every payment made at each stage/installment.

SCHEDULE -IV  
(BUILDING SPECIFICATIONS)

- Structure:  
RCC framed structure with autoclaved concrete (AAC Blocks) with jointing mortar or laterite stone/cement block masonry.
- FLOORING  
Vitrified tiles flooring with skirting for all rooms.
- KITCHEN  
Granite top with SS sink. Kitchen platform with dado upto height of two feet in glazed tiles.
- BATHROOM  
Modern sanitary ware, exclusive fitting with ceramic tiles dado upto 2.1 MTR.
- DOORS  
Main door of wood and all other doors of Flush door/Fibre all frame will be of wood Acacia, Fanas, Sal or Fibre.
- WINDOWS  
Sliding aluminum powder coated frames with glass panels
- PAINTING  
Oil bound distemper for internal space. External building structure will be painted with weather shield or equivalent.
- ELECTRICAL.  
Concealed electrical wiring with branded switches.

9. WATER SUPPLY

PWD water supply/ well with common ground sump and common over head water tank.

EXTRA WORK: Any extra work executed by the SELLER-CUM-DEVELOPER at the request of the PURCHASERS shall entitle the SELLER-CUM-DEVELOPER to receive from the PURCHASERS such prices as per the prevailing market rate for such work and the decision of the Architect of the SELLER-CUM-DEVELOPER in this regard shall be final and binding.

Note: This Agreement’s stamp paper and registration charges shall be borne by the PURCHASER.

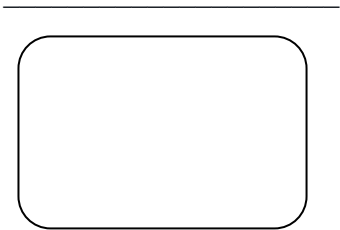
IN WITNESS WHEREOF the parties hereto have subscribed their respective hands and seals to these presents in the presence of Two witnesses on the day, year and place first herein above written.

SIGNED, SEALED AND DELIVERED

by the within named  
SELLER-CUM-DEVELOPER

MR. ....

For self and as duly constituted  
Attorney for the OWNERS/CONFIRMING PARTY



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LEFT HAND FINGER PRINTS

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RIGHT HAND FINGER PRINTS

SIGNED, SEALED AND DELIVERED  
by the within named PURCHASERS  
MR.....

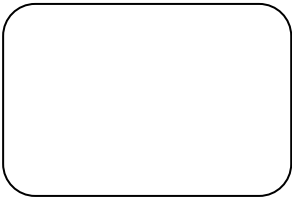
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LEFT HAND FINGER PRINTS

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RIGHT HAND FINGER PRINTS

MRS.....



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LEFT HAND FINGER PRINTS

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RIGHT HAND FINGER PRINTS

WITNESSES:-

1. \_\_\_\_\_

2. \_\_\_\_\_