

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made at Bicholim, Goa, on this \_\_\_ day of \_\_\_\_\_ of the year Two Thousand and Seventeen (\_\_\_/\_\_\_/2017) by and

**B E T W E E N**

1) **M/S. SALDANHA DEVELOPERS PVT LTD**, a company incorporated under the companies act and having its Registered Office at 5/6, Pawan Palace, Sitladevi Temple Road, Mahim, Mumbai - 400 016 and Branch Offices at 302, Mathias Plaza, 18<sup>th</sup> June Road, Panaji, Goa and DS-1,2, Pancharatna, Martires Dias Road, Margao, Goa, having Permanent Account No. AAACS7418P, duly represented by its Managing Director Mr. Benedict Saldanha, age 56 years, son of late Mr. Joseph M. Saldanha, Married, Businessman, Indian National holding Permanent Account No. AAEPS1457M, residing at, La Marvel Colony, Dona Paula, Ilhas Goa hereinafter called "VENDOR / DEVELOPERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors administrators and assigns) of the **FIRST PART**.

**AND**

2) \_\_\_\_\_, \_\_\_\_ years of age, S/o. \_\_\_\_\_, \_\_\_\_\_(Marital Status), \_\_\_\_\_(Occupation), Indian National, holding Permanent Account No. \_\_\_\_\_, residing at \_\_\_\_\_.

Hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof mean and include his heirs, successors, representatives and assigns) of the **OTHER PART**.

**WHEREAS:**

I. By a Deed of Sale signed on the 25<sup>th</sup> day of the month of February of the year 2015 and registered with the Sub-Registrar of Bicholim, Bicholim Goa, which Deed is registered, under registration No. 201/2015, at pages 170 to 181, Book No. I Volume No. 1218 on 05/03/2015, the Vendor/Developer has acquired right, title and lawful possession from:-

(i) SHRI. KRISHNA NAGESH NAIK 'alias' CRISNA NAGEXA NAIQUE 'alias' PRAKASH NAIK, son of Nagesh Naik 'alias' Nagexa Naique, married, Indian National, landlord and his wife;

ii) SMT. SINDHU KRISHNA NAIK 'alias' SINDHU CRISNA NAIQUE, wife of Krishna Nagesh Naik, married, Housewife, Indian National, Both resident of H.No. 116, Feira Baixa, Mapusa-Goa.

All that property having Survey No.261/1-D situated at Mulgao admeasuring 3255 sq mts and in the survey record same is recorded as "BHATWADI" and the said property is also known as "BOTWADO CUTTUBONA MARGACODIL" inscribed in Land Registration No. 105 of Book B (Old Series) of Bardez situated in the village of Mulgao Taluka and Sub -District of Bicholim District of North Goa.

II) AND WHEREAS by Gift Deed dated 12/04/1931 Crisna Nagexa Naique Boto Purohit Gifted his properties to his sons namely Nagexa Naique, Naraina Crisna Naique, Givoloma Crisna Naique Purohit and Vencatexa Crisna Naique, in the said Gift Deed the above property having land Registration No. 105 of Book B old of Bardez is included.

III) AND WHEREAS on 21/12/1932 the right to one eight of the property having Land Registration No. 105 of B old of Bardez has been inscribed in favour of Nagexa Naique as per document having Serial No.9401 of 21/12/1932.

IV) AND WHEREAS the Inventory was initiated upon death of Nagesha Crisna Naique and his wife Chandrabhaga Naique in which all the interested parties claiming through Nagexa Crisna Naique and his wife were parties to the Proceeding. The said proceeding were initiated by Ramakant Nagesh Naik same initiated at civil judge Senior Division at Ponda under Inventory Proceeding No.65/2003/A.

AND WHEREAS in the inventory proceeding the property surveyed under no. 261 of Mulgao village was included and same was partitioned and part of the property was allotted to the Crisna Nagexa Naique and Sindhu Crisna Naique and the said property was described at item no. 2 in the inventory proceedings and properties allotted to Crisna Nagexa Naique and Sindhu Crisna Naique were fully described in schedule 5 of the inventory proceedings in which the property which the seller have decided to sell is shown therein.

AND WHEREAS after the allotment of the property to the sellers the sellers have included their name in the occupants column of the survey record and partition the same whereby separate survey no. 261/1-D of Mulgao village is allotted and accordingly exclusive name of the sellers is shown therein.

AND WHEREAS survey of village was conducted in the year 1969-1970 and from that time name of Nagesh Krishna Naik is shown in Survey record and after inventory name of Krishna Nagesh Naik and Sindhu Naik is recorded as per section 96 of Goa, Daman and Diu Land Revenue Code which justifies that name of the predecessor of sellers and sellers in survey record for last more than 40 years.

V) That the title of the original Owners of the property described in Schedule I is cited in the said Deed of Sale dated 25/02/2015 executed between the Vendor/Developers and the Owners, pursuant to which the Vendor/Developer has taken possession of the property, which property shall hereinafter be referred to as the "said property and the Purchasers has perused all the documents of title of the said property namely the Deed of Sale dated 25/02/2015 and is satisfied with the title of the Owners and Vendor/Developer to the said property.

VI) That the Vendor/Developer decided to develop the said property by constructing thereon Residential buildings with flats, Shop/Flats and Stilt parking by setting up the necessary infrastructure, such as roads, open spaces, recreation places and such other amenities and has named the project as "SALDANHA GARDEN", and for the said purpose the Vendor/Developer has prepared plans for development of the said property in a manner as proposed above and secured approvals from the Town and Country Planning Department vide Technical clearance order no. DC/6796/BICH/TCP-15/776, dated 8/07/2015, NOC from the Electricity Department vide No. AE/V-I (U)/TECH-33/2015-2016/1516 dated 19/10/2015, NOC from the Health officer vide No. PHCB/HS/CON-B/2015-2016/2380, dated 09/02/2016 and the Village Panchayat of Mulgao has granted construction license vide No.VP/MUL/F-CONS.LICENCE/2015-16 1070 dated 27/02/2016 for the development of the said property and the Deputy Collector of North Goa has granted Sanad for conversion of the said property under provision of the Land Revenue Code vide No: RB/CNV/BICH/AC-II/02/2015, dated 1/10/2015.

VII) That pursuant to the said permissions the Vendor/Developer has proposed to develop the said property described in Schedule I as per the approved plans and has opened for sale flats/shops/stilt parking which shall hereinafter be referred to as "Flats/Shops/stilt parking" to the intending Purchasers, causing the intending Purchasers to form themselves in a Owners Association or Condominium or a Limited Company or a cooperative maintenance society as decided by the Vendor/Developer and shall hereinafter be referred to as the 'Said Entity'.

VIII) The location of the proposed Flats/Shops/stilt parking in the said developable land is as per the plans sanctioned by the above mentioned authorities, which is marked in "site plan" annexed to this Agreement wherein the proposed Flats/Shops/stilt parking with numbers indicating the same are marked.

IX) The Vendor/Developer has already announced the commencement of the development of the said property in the manner aforesaid and is desirous of selling the Flats/Shops/stilt parking to the intending Purchasers on Ownership basis.

X) The Purchaser being desirous of purchasing the Shop/Flat has approached the Vendor/Developer to get constructed for him Shop/Flat no. \_\_\_ in Block \_\_ on the \_\_\_\_\_ floor, admeasuring Super built up saleable area (which includes incidence of staircase/passages/balconies/wall thickness etc) of \_\_\_\_\_ square meters, in the project herein after called "SALDANHA GARDEN" proposed and shown in the annexed "site plan" in the said developable land and the said shop/flat is shown in the "floor plan" annexed hereto in Red transverse lines and more particularly described in Schedule I A herein after and AS PER SPECIFICATIONS fully described in Schedule II A, B, C appearing hereinafter and the Purchasers have seen the plans and specifications sanctioned by the above mentioned local authorities and has also seen the above mentioned Deed of Sale and has read and understood the terms and conditions and also has perused all the documents and papers to the said property and has otherwise satisfied himself about the title of the Owner and Vendor/Developer to the said property.

XI) The Purchaser hereby acknowledge as seen the Deed of Sale and the opinion on the title issued by the Developer's solicitors, the permission/approvals and licenses for the Construction of the development from the concerned authorities and has otherwise satisfied himself about the title of the Owner and Vendor/Developer to the said property and the necessary permissions.

XII) The Purchaser has agreed to purchase and the Vendor/Developer has agreed to sell the Shop/Flat No. \_\_\_\_\_ to be constructed on the \_\_\_\_\_ floor (which includes incidence of staircase/passages/balconies/wall thickness etc) admeasuring an area of \_\_\_\_\_ square meters of super built - up saleable area, on ownership basis in the said "SALDANHA GARDEN" as proposed to be constructed as aforesaid at the price and on other terms and conditions hereinafter set out.

**NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**CLAUSE - A**

1) The Vendor/Developer, shall construct the Flats/Shops/stilt parking in the said property, in accordance with the plans, designs and specifications seen and approved of by the Purchasers with such variations and modification as the Vendor/Developer deems necessary and/or as per the directions of the Town and Country Planning Authority and/or the local authorities from time to time and if at the time prior to or even after the execution of the Agreement for Sale, the floor area ratio at present applicable to the said land is increased, such increase shall ensure to the benefit of the Vendor/Developer alone without any rebate to the Purchasers or to the Co-operative

Society or the Limited Company or Legal Entity as the case may be and the Purchaser shall have no right to obstruct further construction if any to be made by the Vendor/Developer. The Purchaser hereby agrees to such variations and modification as and when made.

2) The Purchaser declares that the Purchaser has inspected and investigated the title to the said property and has satisfied him self about the title of the Vendor/Developer to the said property and no requisition or objection shall be raised by the Purchaser on any matter relating to the title or otherwise howsoever.

3(a) The Purchaser hereby agrees to take and acquire the Shop/flat no. \_\_\_\_\_ to be constructed on the \_\_\_\_\_ floor with admeasuring super built up saleable area (which includes incidence of staircase/passages/balconies/wall thickness etc) of \_\_\_\_\_ square meters, constructed in the said property as aforesaid and the said project is called "SALDANHA GARDEN" A plan and specifications of which is seen and approved of by the Purchaser for an aggregate sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only). The saleable area is better described in Schedule IA

The fixtures fittings and amenities to be provided by the Vendor/Developer in the said flat / shop /stilt parking are those that are set out in schedule IIA, II B and IIC annexed hereto.

(b) It is also clearly agreed between the Purchaser and the Vendor/Developer that prior to taking possession of the shop/flat, it will be measured and in the event of the area mentioned in Clause 3(a) hereinabove is increased or decreased; the price mentioned in Clause A 3(a) will be proportionately amended as per the same unit rate per sq.mts mentioned in Clause A 3 (a).

## **CLAUSE -B**

### **1. Final Saleable area.**

The Saleable Area as defined in Schedule I A herein below of the Shop/flat/stilt parking is subject to variation, if any, depending on the exact, final areas of the common structures and built areas and amenities as finally constructed that form part of the Development and are to be factored into the computation of the Saleable Area. The Purchaser have further agreed and confirmed that the Saleable Area and calculations thereof, as referred to and defined herein, of the Shops/Flats as finally constructed and completed are subject to:

a) Variations consequent to any revisions, amendments or modifications if any, of/in the building plans that may be required or directed to be made by the concerned authorities;

b) Variation necessitated due to improving the project and as per trade accepted practice of the Developer;

**2) MEASUREMENT:**

On completion of construction of the shop/flat and the Development, the Saleable Area of the shop/flat shall be measured and quantified per the definition in Schedule IA hereunder and notified to the Purchaser prior to the date for handover of possession. The Purchaser agree that if the Saleable Area of the Shop/Flat measured and quantified per the definition hereunder and certified as aforesaid on completion of construction of the Development, is found, to be greater than that specified in Schedule IA then in such an event they shall, on or before taking possession pay the Developer for the increased area on the basis of the sale price per unit area of the shop/flat. Similarly, if the certified area is found to be less than that specified in Schedule IA, the Developer shall refund to the Purchaser and amount, computed on the same basis, for the decreased area.

**CLAUSE -C**

The Purchaser agrees to pay and discharge the consideration for the acquisition of the said Shop/flat no.\_\_\_\_\_ in Block A, to be acquired by him as under:-

**(A) PURCHASE CONSIDERATION:**

1. On signing of Agreement	Rs. _____/-
Add service tax @ 4.5%	<u>Rs. ____/-</u>
	Rs. _____/-
2. Installments:	
i) On commencement of laying of foundation	Rs. _____/-
Add service tax @ 4.5%	<u>Rs. _____/-</u>
	Rs. _____/-
ii) On Completion of plinth	Rs. _____/-
Add service tax @ 4.5%	<u>Rs. _____/-</u>
	Rs. _____/-
iii) On commencement of laying the 1 <sup>st</sup> slab	Rs. ____/-
Add service tax @ 4.5%	<u>Rs. _____/-</u>
	Rs. _____/-
iv) On commencement of laying the 2 <sup>nd</sup> slab	Rs. ____/-
Add service tax @ 4.5%	<u>Rs. _____/-</u>
	Rs. _____/-
v) On commencement of laying the 3 <sup>rd</sup> slab	Rs. ____/-
Add service tax @ 4.5%	<u>Rs. _____/-</u>
	Rs. ____/-
vi) On commencement of laying the 4 <sup>th</sup> slab	Rs. _____/-
Add service tax @ 4.5%	<u>Rs. ____/-</u>
	Rs. _____/-

vii) On commencement of Masonry	Rs. ____/-
Add service tax @ 4.5%	<u>Rs. ____/-</u>
	Rs. ____/-
viii) On commencement of internal Plastering	Rs. ____/-
Add service tax @ 4.5%	<u>Rs. ____/-</u>
	Rs. ____/-
ix) On commencement of external Plastering	Rs. ____/-
Add service tax @ 4.5%	<u>Rs. ____/-</u>
	Rs. ____/-
x) On fixing of flooring	Rs. ____/-
Add service tax @ 4.5%	<u>Rs. ____/-</u>
	Rs. ____/-
xi) On handing over of possession	Rs. ____/-
Add service tax @ 4.5%	<u>Rs. ____/-</u>
	Rs. ____/-

Purchase consideration for the Shop/flat (Including Service tax): Rs. \_\_\_\_/-  
(Rupees \_\_\_\_\_ only).

**(B) STAMP DUTY, REGISTRATION FEE & LEGAL FEES:**

All statutory impositions, such as Service Tax, VAT, TDS, Stamp duty, Registration fees and any other impositions that might become applicable shall be promptly paid by the Purchaser at the required times and as per the State/Central Government stipulations and rates prevailing on the date (s) on which the payment of such impositions is/are to be made to the concerned authority(s).

Stamp Duty, Registration and legal fees shall be paid by the Purchaser in two stages as follows:

1) At the stage of execution of this agreement:

a) Stamp duty @ 2.9%: Rs. \_\_\_\_/-

b) Legal Charges: Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ Only) payable for the drafting, preparation and registration of this agreement.

c) Registration Charges Rs. \_\_\_\_/- approx.

2) At the stage of execution of the Sale Deed:

a) Stamp duty presently @ 0.6%: Rs. \_\_\_\_/-

b) Registration fees presently @ 2%: Rs. \_\_\_\_\_ (Processing Fees) = \_\_\_\_/-

c) Legal Charges: Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ only) for the drafting, preparation and registration of Sale deed.

3) The Purchaser shall on or before delivery of the possession of the said Shop/Flat agrees to pay the Developers towards the following amounts:

(a) Rs. \_\_\_\_\_/- for documentation fees for society registration.

(b) Rs. \_\_\_\_\_/- for share money, application entrance fee to the Society.

(c) Rs. \_\_\_\_\_/- for electricity Connection Charges.

(d) Infrastructure tax - As Applicable

Further the Vendor/Developer is not bound to give notice requiring payment and the failure thereof shall not be pleaded as an excuse for non-payment of any amounts on the respective due dates.

Any other statutory payments/taxes levied by the Government or local authorities that are currently applicable or may become applicable in the future to the Shop/Flat shall be borne by the Purchaser and promptly paid by the Purchaser at the required time as per the state/central government rates prevailing on the dates when the payment of such impositions become due and payable as per the rules of the concerned statutory authority.

**(C) SHARE OF MAINTENANCES EXPENSES:**

The provisionally quantified, proportionate share of maintenance expenses of Saldanha Garden Society for the first 12 months, to be paid by Cheque/DO by the Purchaser upon taking possession of the said Shop/Flat is Rs. \_\_\_\_\_/- (Rupees Four Thousand Two Hundred and Forty Three Only) i.e @ Rs.250 X Super built up saleable area of Shop/Flat.

The aforesaid payments shall be made within a period of 15 days of notice in writing by the Vendor/Developer to the Purchaser at the address given as herein above mentioned, on completion and giving possession of the Shop/Flat.

The Purchaser agrees to be punctual in making payments as the clause mentioned above and remit within times from the bank account so as to reach the Developers bank account within the time mentioned in the notices.

The Purchaser shall monitor the progress of the construction of the projects up to its completion by viewing the Developer's website showing the progress and photographs of the construction completed. The Developers shall not be required to send photographs of the progress of the site to the Purchaser. The Purchaser or its representative is free to inspect the site after ensuring the all safety aspects governing the site and enforced by the Developer and are complied with.

**D) ADDRESS OF NOTICES:** The Notice referred in the preceding clause and all other notices to be served to the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post

A.D./under certificate of posting at his address as aforesaid mentioned and the same shall be sufficient discharge to the Vendor/Developer.

**E) DEVELOPER BANK INFORMATION.** All payments should be made payable at Panaji, Goa only and shall be in favor of "Saldanha Developers Private Limited." The outstation cheques shall be sent for clearing and the Bank charges shall be recovered from the Purchaser at actual.

**F) LATE PAYMENT INTEREST.**

Without prejudice to the foregoing clauses and other rights under this Agreement. The Purchaser agrees to pay the Vendor/Developer interest at fifteen percent per annum on all the amounts which become due and payable by the Purchaser to the Vendor/Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Vendor/Developer. It is expressly agreed by the Purchaser and the Vendor/Developer that, in respect to all the payments hereinafter mentioned that time shall be the essence of this Agreement.

**G) FULL PAYMENT.**

If Purchaser for any reason of their own is unable to take physical possession of the Shop/Flat as per the notice by the Developer that the Shop/Flat is ready for possession, the Developer may agree on a date that is convenient for the Purchaser to take possession, however the purchaser shall make the full payment of the all amounts payable as per this agreement within the stipulated time allowed in the notice to take possession.

**H) RECEIPTS AND PAYMENTS BY THE DEVELOPER:** Any payments remitted by the Purchaser to the Developer's bank account in currencies other than Indian Rupees will be considered as having been made in Indian Rupees as per the then prevailing exchange conversion rate applied by the Developers' bankers. All payments by the Developer to the Purchaser of any amounts under this agreement including refunds if any, shall be made in Indian Rupees by cheque or other instrument drawn on the Developer's bank account. All refunds by the Developer to the Purchaser shall be limited to the amounts actually received net of bank transfer charges. The Purchaser are aware and agrees that the Developer shall not be liable or responsible to refund or make good any taxes, stamp duty, registration fees and other statutory impositions paid or payable by or paid on behalf of the Purchaser.

**I) CHEQUES RETURNED UNPAID:** It is specifically agreed and understood that the Purchaser shall make arrangements for sufficient funds to honour all cheques issued towards payment by the Purchaser to the Developers of all amounts under this

agreement and in the event of the cheque being returned unpaid, the Purchaser is stopped from taking a defense that the same was not issued in discharge of a legally recoverable liability or that no liability existed as on the date when the cheque was presented for collection by the Developers.

#### **CLAUSE D- TERMINATION**

##### **(1) DEFAULT BY PURCHASER.**

On the Purchaser committing default in payment on the due date for any amount due and payable by the Purchaser to the Vendor/Developer under this Agreement (including his proportionate shares of taxes levied by the concerned local authority and other outgoing) and on the Purchaser committing breach of any of the terms and conditions herein contained, the Vendor/Developer shall be entitled at its own option to terminate this Agreement. Provided always that power of termination herein contained shall not be exercised by the Vendor/Developer, unless and until the Vendor/Developer, has give to the Purchaser fifteen days prior notice in writing of its intention to terminate this Agreement and notice of the specific breach and/or breaches of the terms and conditions and in respect of which it is intended to terminate the Agreement and the default should be remedied by the Purchaser within a period of 15 days after the giving of such notice. Provided further, that upon termination of this Agreement as aforesaid, the Vendor/Developer shall process the refund to the purchaser of the money till then paid by the purchaser, but the Developers shall not be liable to pay to the purchaser any interest on the amount so refunded. The refund to the purchaser shall be made as soon as the Developer receiving the booking amount from the new purchaser of the Shop/Flat or within four months of the termination whichever is earlier. Further the Developers shall be at liberty to enter into any agreement in respect of the Shop/Flat as the Developer deems fit and the purchaser shall not be entitled to questions such termination or challenge such an agreement or make any claims from the Developers of any amount other than the refund of the total amount actually received by the Developers.

##### **(2) TERMINATION BY PURCHASER.**

In the event of the Purchaser intending to terminate this Agreement, the Purchaser hereby agrees to permit the Vendor/Developer, to deduct 10% of the total Agreement amount, mentioned in Clause A 3 (a) herein above and the Vendor/Developer agrees to make full payment of the balance amount within a period of 90 days of receiving a letter of cancellation and signing of the Cancellation Deed or any other document whichever is later, including any documents to be cancelled at the Sub-register.

#### **CLAUSE - E -HOME FINANCE INSTITUTIONS**

1) In the event the purchaser avails of a home loan/finance from a bank or financial institutions (FI) for the purchase of the Shop/Flat, then notwithstanding any stipulations by or terms and conditions agreed between the purchaser and the FI, it shall remain the purchaser liability and responsibility to ensure that the FI deliver each installments to the Developer on or before the due dates stipulated in the demand notice sent as per clause C-A above. Further the purchaser shall also be responsible to deliver each of the aforesaid demand notices to the FI, well in time so that the installment due, reaches the Developer on the dates stipulated. The purchaser shall be solely responsible and liable for delays by FI in processing or sanctioning the loan and the processing, disbursement, release of payment installment by the FI to the Developer. In the event of any delay in receipt of payment to the Developer of any installments from the FI, the Developer reserves the right at its sole discretion to either terminate this agreement in the manner mentioned in clauses D1 and subject to the other provision herein, refund to the FI or purchaser all amount paid by the purchaser or to accept the delayed payments from the purchaser along with the interest at 15 percent per annum.

**2A) FIRST LIEN AND CHARGE:**

Subject to the right to avail of a home loan from any FI, the purchaser shall not create any third party rights in respect to the Shop/Flat or sign any agreement with third parties other than FI, without the previous consent in writing of the Developers and until and unless all amount payable by the purchaser to the Developers under this agreement are fully paid. It is hereby agreed that the Developer shall always have first lien and charge on the Shop/Flat in respect of any amount remaining unpaid by the purchaser under the terms of this agreement.

2b) The Vendor/Developer shall in respect of any amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement shall have first lien and charge in respect of the said Shop/Flat agreed to be acquired by the Purchaser.

2c) In the event of a default by the Purchaser on any home-loan/ finance permitted as above, the Developer reserves the right to terminate the agreement and, as provided for herein, refund all monies that the purchaser/FI has advanced to the Developer.

**CLAUSE - F POSSESSION:**

(1) The Vendor/Developer shall under normal circumstances, hand over the possession of the Shop/Flat to the Purchaser on or before 36 months from the date of signing this Agreement and to the provision in clause H and subject to an automatic extension/grace period thereafter of six months.

2) The Purchaser shall take possession of the shop/flat within thirty days of the Vendor/Developer giving written notice to the Purchaser, intimating that the said Shop/Flat is ready for use and occupation.

3) The Vendor/Developer shall deliver the possession of the said shop/flat to the Purchaser after the Vendor/Developer has obtained from the concerned local authority occupancy and/or completion certificate in respect of the Shop/Flat, that the same is ready for use and occupancy provided that the Purchaser shall have paid to the Vendor/Developer amounts mentioned in Clause C and shall have executed by him all forms of applications for forming an society referred to hereinafter and has duly performed all the terms and conditions and obligations under these presents.

b) The Purchaser agrees that on receipt of the occupancy certificate from the Village Panchayat, the Developer will apply for the electrical, water, and other utilities/supply and connection for or to the development, and follow up diligently with the concerned authorities for the approval/sanction/release of the supply/ connections. Subject to the above, the development shall be considered and deemed to have been completed on the Developer obtaining the occupancy certificate for Shop/Flat, despite the other utilities/supply/final connections may not have been sanctioned/released/provided to the Shop/Flat and or the development by the concerned authorities or service providers.

c) Before taking possession, the purchaser will inspect and satisfy himself that construction is as per the plan and specification, and bring to the notice of the Developers in writing any defect/deficiencies/deviations and the Developers within 10 days of the inspection and subject to the terms and conditions herein, make good, correct, rectify and repair the defect/deficiencies/deviations brought to the notice of the Developers. Within 7 days of correction of the defects etc, the purchaser shall take possession of the Shop/Flat and receiving the keys of the Shop/Flat from the Developer after signing of the possession certificate. The purchaser shall not delay taking possession by raising objections, dispute in respect of the condition and specification of the Shop/Flat, or in respect of any item/s of work or defects/deficiencies/deviation that have been repaired/rectified/corrected.

#### **CLAUSE - G**

**1.a). THIRD PARTY TRANSFER:** Upon receiving possession of the Shop/Flat and prior to execution of the Deed of Sale the Purchaser shall, subject to the other terms and conditions herein, have the right to or otherwise transfer his/her/their rights hereunder to any person/s of his/her/ their choice or deal with or dispose of or part with in any

manner whatsoever, or assign, or part with as aforesaid their interest under the benefit of this Agreement but only if:

- b). All the amounts and dues payable to the Developer under this agreement are fully paid up;
- c). The Purchaser are not in any default/s or breach/es of any of the terms, conditions and covenants of this agreement;
- d). The Purchaser obtains Developer's prior written approval of the document/agreement/deed/writing effecting or purporting to effect such assignment or transfer.

**2. BINDING OF THIRD PARTIES:** In the interest of all the purchaser/transferees and residents of Shop/Flat in the Development and to better ensure the harmonious and co-operative enjoyment of the Development by all these persons, the Purchaser agree to make all the terms, conditions and covenants of this agreement, the BYLAWS and the Deed of Sale applicable to and binding on the person/s to whom the Shop/Flat is transferred to and into whosever's hands the Shop/Flat may come. If and when, subject to the terms and conditions herein, the Purchaser agrees to or effects the transfer of the Shop/Flat or gives it out on rent, lease, leave and license, etc. all the terms, conditions and covenants of this agreement, the BYLAWS and the Sale Deed shall compulsorily be incorporated in and constitute an integral part of all documents, deed/s or instrument/s agreeing to effect or actually effecting the transfer or renting, letting or leave and license, etc. so as to ensure that the covenants, conditions, rules and regulations herein are made applicable to and binding on all future transferees, successors-in-title and all persons into whosever's hands, occupation and use the Shop/Flat may come.

2) The PURCHASER hereby agrees that for resale of Shop/Flat any time before the formation of the society or Sale Deed is registered an amount of Rs. 1,000/- (Rupees One Thousand Only) per sq.mts, shall be paid to the VENDOR/DEVELOPER irrespective of the price the Shop/Flat is sold as administrative fees for bringing the new vendor on record and for necessary documentation fees.

However all the amount due to the VENDOR/DEVELOPER including Society Deposit and other charge will have to be cleared/paid before the resale of the shop /flat etc. after formation of the society the transfer fees will be charged as per the by-laws of the society.

#### **CLAUSE - H DELAYS.**

1) The Developers shall not be in default of this agreement nor shall the Developer incur any liability of any nature whatsoever in the event of any delays in the completion

of the development or in the handing over of possession of the shop/flat on the stipulated possession date including the automatic extension/grace period of six months mentioned where delays is on account of reasons beyond the Developers control, and delay is account of:

(a) Non-availability or shortages or restricted supply of steel, cement, sand and other building material, water or electric supply. Caused due to transport or other strikes, stoppages, outages or other causes.

(b) War, civil commotion or acts of God.

(c) delays due to changes in any laws, rules, regulations, of the concerned authorities or changes in the approval and completion certification requirements or due to the issuance / promulgation of any notices, act, law, statutes, order, rule, notification departmental rules of business or change in public policy of the local, state or central authorities.

(d) Delays due to any legislation/enactment that could adversely affect the development or its construction or its completion or the sale of Shop/Flat therein.

(e) delay in approval /sanction/connection/installation of the electricity, water, or other utilities to the development provided any such delays are not a consequence of any acts of commission or omission on the part of the Developers.

(f) Delays caused by any activism, extortion, agitation, PIL, or any inference by group of persons that hampers stops, delays, impedes or affect the constructions of the Shop/Flats or the development of the work, effecting the free movement of manpower and material and vehicles into or out of the property for any length of time.

(g) Any notice, order, rule, notification of the Government and/or other Public or competent authority.

(h) Delay by local authorities in providing of infrastructure to the project, including Electricity/water connection.

#### **FAILURE TO HANDOVER POSSESSION.**

2.a) If the Vendor/Developer further fails or neglects to hand over possession of the shop/flat to the Purchaser on account of reasons beyond its control, and mentioned in clause H 1(a-h) above after allowing the automatic grace period or extension of time, in that event the Vendor/Developer shall be liable on demand to refund to the Purchaser the amounts already received by the Vendor/Developer in respect of the Shop/Flat with simple interest at six percent per annum from the date the Vendor/Developer received the sum till the date the amounts and interest thereon are repaid.

Subject to the provision of clause and sub clauses above, if for any reason/s the Developer is unable to or fails to give possession of the shop/flat within 36 months of the date of signing this agreement, including the grace period specified herein or within

any period of extension, it is mutually agreed upon the parties hereto, then in such an event the purchaser is entitled to give notice to the Developer terminating this agreement and Developer shall within 15 days of receipt of such notice refund all amounts paid by the purchaser together with simple interest at the rate of 8 percent computed from the date the Developer received each of the amount till this amount and interest thereon are refunded to the Purchaser. The Developer shall, in addition, pay the purchaser a maximum sum of Rs. 35,000/- (Rupees Thirty Five Thousand only) as liquidated damages in respect of such termination but shall not be liable to pay the purchaser any compensation whether for the cost of rental or alternate accommodation, or for consequential or direct or indirect loss or expenses of any nature and for any reason whatsoever, or by way of penalty or other amount. Upon the payment of the refund, interest, and liquidated damages as aforesaid neither party shall have any claim or demand against the other, either in respect of the Shop/Flat or arising from./out of this agreement.

#### **LIABILITY OF DEVELOPER**

(3) If as a result of the delays mentioned above the Vendor/Developer is unable to complete the aforesaid shop/flat to be sold or hand over possession thereof to the Purchaser, in that event the only responsibility and liability of the Vendor/Developer shall be to repay to the Purchaser and/or to the other several persons who have purchased the Shop/Flat and any other portions of the said property, the total amount/s (attributable to the said Shop/Flat) that may be received by the Vendor/Developer at the time and in the manner as may be received by the Vendor/Developer pursuant to such legislations, order or statutory rule and the same as aforesaid, and neither party to this Agreement shall have any right and/or claim against the other under or in relation to this Agreement, or otherwise howsoever.

#### **CLAUSES - I WARRANTY.**

The Developer agrees to rectify/repair/correct at their cost any construction/structural defects in the Shop/Flat up to a period of 24 months from the date of the taking possession or date the project has received the occupancy or completion certificate. However this warranty shall not be applicable or extended to or be valid in respect of:-

- 1) Any structure, item, which is broken or damaged due to misuse, normal wear and tear and non-preventive maintenance by the purchaser or his/her/their agents.
- 2) Any use that the Shop/Flat is put to use in contravention of the terms and conditions herein
- 3) Any modification/alteration done after the purchaser has taken possession from the Developers

- 4) Any items brought from third party manufactures which are covered by the manufacturer's warranty.
- 5) Settlement cracks in plaster, wall finishes or masonry, shall not be considered defective works unless the Architect of the Developer opines otherwise.

**CLAUSE - J -- MAINTENANCE & TAXES.**

- 1) Commencing a week after the notice in writing is given by the Vendor/Developer to the Purchaser that the shop/flat is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the shop/flat) of outgoings in respect of the said land and shop/flat namely local taxes, betterment charges and/or such other levies by the concerned local authorities and/ex Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers cost of maintenance of buildings, common lights staircases, compound, open spaces, terraces, other common amenities or holdings, cost of management, accounts and administration and all other expenses necessary and incidental to the management and maintenance of the said land and shops/flat. The Purchaser shall pay the Vendor/Developer a sum of Rs. 800/- per square meter of floor area of the flats and a sum of Rs. 1000/- per square meter of floor area of the Shop/Flats and a sum of Rs. 400/- per square meter for the mezzanine floor, open terrace & stilt parking area occupied by the Purchaser which is to be deposited in a Maintenance fund created for the maintenance of the complex. The VENDOR/DEVELOPER has agreed that on actual cost to cost basis they shall temporarily arrange for day to day maintenance, cleanliness and security, common lights, and sweepers, water pumps, common electricity meter and charge in respect thereof, maintenances of open spaces, etc. after the completion of the one year period.
- 2) The VENDOR/DEVELOPER shall be entitled to deduct from the said amount so deposited by the PURCHASER the proportionate share of expenditure in respect of all the aforesaid including the other costs like cost of management, accounts and administration, etc, However, it has been made explicitly clear that the VENDOR/DEVELOPER shall only temporarily arrange for the aforesaid service and that to by way of mere goodwill and without any liability in respect thereof, and the same shall not be deemed or construed to form a part of the present agreement for construction or any after-contract service agreement and the present obligation is undertaken by the VENDOR/DEVELOPER only in view of the fact that till the formation of the Co-Operative Maintenance society or till all the Shop/Flat are complete whichever is earlier.
- 3) It is further explicitly agreed that the PURCHASER shall not be entitled to allege any deficiency against the VENDOR/DEVELOPER in case of any default or inefficiency

in managing such maintenance of the complex and the VENDOR/DEVELOPER shall also be entitled to give notice at any time to the PURCHASER and stop providing the said agreement/maintenance and the PURCHASER shall not at any time in any manner object there to the same on any grounds. In such case, however, when the VENDOR/DEVELOPER is unwilling to assist the PURCHASER to maintain the cleanliness and security in respect of the said building complex or any of the building in the said complex, the VENDOR/DEVELOPER shall refund to the PURCHASER or to such co-operative Society or society as may be nominated by the PURCHASER, the balance, if any, of the amount deposited by the PURCHASER, with the VENDOR/DEVELOPER as aforesaid after deducting the proportionate share in the expenditure and costs of maintenance, security, cleanliness, already incurred till such date. The VENDOR/DEVELOPER shall not be also held responsible for any inadequacies or inefficiencies in said arrangements which the VENDOR/DEVELOPER has agreed to provide purely by way of assistance to create goodwill.

4) The VENDOR/DEVELOPER shall incase and upon the said amount deposited getting exhausted, after deduction of the proportionate share in expenditure and costs as aforesaid be entitled to call upon the PURCHASER to deposit such further amount with the VENDOR/DEVELOPER as may be required from time to time if the VENDOR/DEVELOPER continues to provide the said assistance and the PURCHASER shall be bound to deposit such amount with the VENDOR/DEVELOPER within eight days of the receipt of the notice to that effect from the VENDOR/DEVELOPER.

The Purchaser undertakes to pay such deposits on or before the expiry of one year from the date of taking possession of the Shop/ flat and shall not withhold the same for any reason whatsoever. The deposit paid by the Purchaser in the aforesaid clause will not include internal maintenance of the individual Shop/Flat and House Tax in respect of the shop/flat.

5) The Vendor/Developer will obtain the electrical and common water connection for the said Shop/Flat and/or complex and the Purchaser will cooperate in signing the required documentation and pay the necessary charges.

6) The PURCHASER hereby agrees to pay a sum of Rs. 1,000/- (Rupees one Thousand Only) towards monthly electricity charges from the date of possession till a permanent connection is installed.

**CLAUSE K: SALE DEED.**

The Vendor/Developer hereby agrees and undertakes with the Purchaser that the Vendor/Developer shall convey in favour of the Purchaser, the undivided right in the

said property along with Shop/Flat within a period of 180 days from the date of the Purchaser taking possession of the said Shop/Flat or on completion of the entire project, whichever is later, and subject to the Purchaser obtaining necessary permissions required for Conveyance Deed as per the prevailing laws and the Purchaser shall bear all the expenses, costs, charges for the stamp duty and registration fees of the Sale Deed to be executed by the Vendor/Developer in favour of the Purchaser.

1. **CONVEYANCE DEED:** After handing over possession of the Shop/Flat and at the Purchaser's convenience the Developer shall convey, in favour of the Purchaser, the Shop/Flat as per the time mentioned in above, along with the Undivided Rights and the right to use the amenities on the following conditions:

a) The Undivided Rights shall be purely notional and the Purchaser on account of the Undivided Right shall lay no claims or demands in respect of any part or portion of the Developmental property or the entire property nor shall the Purchaser be entitled to claim partition or division of their Undivided Rights in the Developmental Property or the entire property, it being agreed and declared by the Purchaser that their share, right, title and interest in the Developmental Property or the entire Property shall always remain notional, impartible, unpartitionable and undivided.

b) The Undivided Rights shall be quantified, pro-rata, as a share of the area of the Developmental Property in the ratio of the FAR consumed for saleable Area (defined hereunder) of the shop/flat to the FAR consumed for total saleable Area of all the shop/flat in the Development.

The amenities and open/common/public spaces and areas including passages, pathways in the said development shall be for the common use and enjoyment of all occupants of the Development and the Purchaser shall have no claims for exclusive use or exclusive enjoyment of any part/portion of the amenities, open/common/ public spaces and areas irrespective of the specific location or site of the Shop/Flat within the Development.

**2) UNDIVIDED RIGHTS:**

a) The Undivided Rights of the Purchaser as defined and referred to herein are the attributable, proportionate, indivisible, impartible rights to be enjoyed in common with the other Purchaser of Shop/Flat In the Development.

b) Common areas shall include but not be limited to the areas, driveways, pathways, lobbies, garden areas, swimming pool, utilities, gym and other facilities and amenities that shall be enjoyed and accessed in common by all the Shop/Flat Purchaser in the Development.

c) The Purchaser' Undivided Rights in the Developmental Property shall be proportionate, purely notional and subject to the other terms and conditions in this Agreement, the Sale Deed (defined hereunder) and the BYLAWS. The Purchaser on account of the Undivided Rights shall lay no claims or demands in respect of any particular or specific part or portion of the Developmental Property or the Entire Property. The Purchaser shall not be entitled to claim partition or division of their Undivided Rights. The Purchaser's Undivided Rights in the Developmental Property shall always remain impartible, un partition able and undivided and shall always be subject and subordinate to the rights of the owners in respect of the entire property.

**3. STAMP DUTY, REGISTRATION FEES, and LEGAL CHARGES:** The Sale Deed, BYLAWS and other documents shall be prepared and drafted by the Developers' solicitors. The Purchaser alone shall bear all costs, legal charges of the Developers' solicitors for drafting, execution and registration of this Agreement, the Sale Deed, and the BYLAWS and other documents; the expenses of stamp duty, registration fees and other statutory impositions in connection with the execution of the Sale Deed and all other documents executed or required to be executed in respect of or relating to the said shop/flat and the Purchaser alone shall bear and pay the VAT, Service Tax, TDS, etc. applicable to the transaction and sale agreed to herein.

#### **CLAUSE - L PURCHASER COVENANTS**

1) The Purchaser themselves and/or through their authorized representatives and/or agents shall with the intention of bringing all persons into whatsoever hands the Shop/Flat may come, hereby covenant with the Vendor/Developer as follows:

a) The Purchaser shall not use the said Shop/Flat for any purpose other than the purpose for which it is allowed by the local and/or by the other authorities nor use the same for any purpose which may and/or is likely to cause hindrance, nuisance and/or annoyance to the occupiers of the other Shop/Flat, neighboring properties nor for any illegal or immoral purposes.

(b) Not to do or permit to be done, act or things which may render void or voidable any insurance of the said land and the building in which the Shop/Flat is situated or any part thereof or whereby any increases in premium shall become payable in respect of the insurance.

(c) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Shop/Flat in the compound or any portion of the said project in which the Shop/Flat is/are situated.

(d) The Purchaser shall not let, sublet transfer, assign and/or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the Shop/Flat until all the dues payable by the Purchaser to the Vendor/Developer under this Agreement are fully paid and only if the Purchaser has not been found guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Vendor/Developer and/or the Society.

(e) The Purchaser shall observe and perform all the rules and regulations which the Society may adopt at its inception and any additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Shop/Flat and the project 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 the Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Shop/Flat and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms and conditions of this Agreement.

(f) Till a conveyance of all the Shop/Flat in which it is situated is executed the Purchaser shall permit the Vendor/Developer and their Surveyors and agents, with or without workmen and others at all reasonable times, to enter into and upon the said property and the Shop/Flat or any part to view and examine the state and condition thereof. And the Purchaser shall have no claim save and except in respect of the particular Shop/Flat hereby agreed to be acquired i.e. all open spaces, parking places, common lobbies, passages, etc. shall remain the property of the Vendor/Developer till the project is handed over to the proposed Society.

(g) The Purchaser explicitly agrees not to raise any objections to amalgamation of the project for better utilization of roads, open spaces and maintenance with the adjacent plots and the Purchaser agrees to such amalgamations as deemed necessary at the sole discretion of the Vendor/Developer.

h) The Purchaser shall sign all the papers and documents and do all the other necessary things as the Vendor/Developer may require them to do from time to time on their behalf for safeguarding the interest of the other Owners of the respective Shop/Flat in the project.

**CLAUSE: - M - EXPENSES:**

1) The Purchaser shall bear a pro-rata and proportionate share of expenses in respect of the Development and has agreed that:

**a)** Such expenses include but are not limited to house tax or other taxes levied by the concerned local and/or Government authorities; water charges for common areas; insurance; common electricity; maintenance and repairs of common areas, structures and amenities; salaries of Estate Manager, Accounting and administrative staff, and other staff, expenses on service providers and all other expenses necessary and incidental to the maintenance and management of the development and its infrastructure and amenities.

**b)** They shall be solely responsible for their individual electricity, telephone, cable TV, household contents insurance and other expenses/bills/charges pertaining to the Shop/Flat, whether the bills/demand notices for the same are received/collected by/issued to/served on the Purchaser or not. The Purchaser may lodge a deposit/advance/direct debit facility with the concerned utility/service provider so that such charges are defrayed and paid for even in the Purchaser's absence in order to avoid disconnection or disruption in supply/service.

**c)** They shall bear, in proportion to the area of the Shop/Flat, all expenses of including but not limited to:

**1)** Periodic maintenance of the common areas and exteriors of the buildings and the development including painting, whitewashing, re-tiling, re-roofing, waterproofing, cleaning,

**2)** Maintenance of other common equipment/infrastructure/services such as pumps and other equipment, common electrical lines, and fittings whether in the common areas or elsewhere,

**3)** Water supply by tankers, garbage management expenses,

**4)** Expenses on security guards, manager and other estate staff/personnel, as well as periodic increases if any, in local taxes, water charges, insurance and other such levies imposed by the concerned local authority and/or government and/or other public authority,

**5)** Maintenance/annual maintenance cost of, solar water heating systems, sewage treatment plant, DG set,

**6)** Recurring costs of fuel for generator, water-supply augmentation by tankers,

**7)** Maintenance of lawns, plants, gardens, etc. forming part of the common areas,

**d).** The Purchaser shall not claim exemption / rebate/ reduction of any expenses on the grounds of non-use by the Purchaser of these common facilities, utilities, etc. The proportionate share of expenses for each year shall be punctually paid by the Purchaser in advance when called upon to do so and regularly each year thereafter irrespective of

whether the Purchaser is in actual, physical use and for residential purpose of the said Shop/Flat or not for any length of time and irrespective of whether the Purchaser receives any payment-notice/reminder or not. The Purchaser shall regularly pay such annual advance towards their proportionate share of expenses without any delay of default.

#### **CLAUSE - N**

**MAINTAINENCE AND REPAIR:** The Purchaser for himself/herself /themselves and with the express intention of binding under these presents all person/s into whosoever hands the Shop/Flat may come including whosoever uses, occupies or resides in the Shop/Flat (whether as guest, lodger, caretaker of the Purchaser or otherwise) or whosoever the Shop/Flat is let / sold / assigned /gifted/mortgaged/transferred to; does hereby expressly agree, and covenant that:

1. The Purchaser shall from the date of taking possession and at their own cost, maintain the Shop/Flat good, habitable repair and condition so as to support shelter and protect the other parts of the building in which the Shop/Flat is situated and carry out the necessary and adequate preventive maintenance of its interiors and shall not do or suffer to be done anything in or to the Shop/Flat or to the building housing the Shop/Flat or to the development that may be against or contrary the BYLAWS Or to the bye-laws of the society or the Village Panchayat and other authorities.

2. Unless the prior written permission of the society is obtained, the Purchaser shall not make any changes/additions/alterations to the elevation, exterior colour and paint scheme and windows, doors, etc. of the Shop/Flat or the building housing the Shop/Flat.

3. Unless the prior written permission of the Developer or society and/or concerned local authorities is obtained and a copy of the same is lodged with the society, the Purchaser shall not:

(a) Construct or install additional walls, windows, doors, balconies, external staircases, entrances, exits, etc., or excavate the flooring, or otherwise alter the internal lay-out of the Shop/Flat or the external faces or roof of the building in any manner whatsoever,

(b) Construct or install lofts, mezzanine floors, or otherwise increase the area of the Shop/Flat in any manner.

(c) Enclose the balconies or sundeck (if any), either by glazing shuttering, walling, grill-work or other means.

(d) Change, alter, increase or install additional flooring or floor/wall tiling, electrical points/kitchen and bathroom plumbing/or sanitation/drainage outlets provided; or chisel, demolish or in any other manner cause damage to the roof, columns, beams, walls, flooring, tiling, ceiling, slabs, RCC or other structural members of the building

housing the Shop/Flat or make any internal structural alterations or subdivisions of the Shop/Flat, or make constructions of a permanent nature or create additional internal or external walls, doors, windows or openings in the Shop/Flat.

(e) The Purchaser shall maintain all electrical, plumbing, and other fittings, cables, pipes and conduits in a good and safe condition and state of repair at all times.

(f) The Purchaser shall be responsible to the concerned local and planning authorities and to the society for any violation or breach of any of the aforesaid provisions. In the event of any complaint being made by the society and/or the purchaser of the other homes in the Development in respect of any violation or breach of the aforesaid provisions, the Purchaser agree to allow the society or their nominees/agents access, if required, to the Shop/Flat at any reasonable time for the purpose of investigation of the complaint.

**CLAUSE: - O**

**1. CHANGES AND ADDITIONS:** The Purchaser shall not construct, erect or place any grill, barricade, fencing or wall or any structure, obstacle, enclosure, lean-to, awning, roofing, canopy, advertising or other signage at/over/around in front of any doorways, entrances, windows, external walls etc. of the Shop/Flat or car parking space or sundeck, if any, or above/over/around any part or portion of the Shop/Flat open terraces, stilt portions, driveways, pathways, parking spaces or gardens and common areas of the development. The Purchaser shall not construct any structure, shelter, well, pond or make any construction or excavation whatsoever in any part of the garden or common areas, nor fence or otherwise enclose the same with any barrier, whether of Stone/cement/wood/metal, other than that originally provided and/or installed of by the Developer.

**2. DOCUMENTATION:** If and when required or applicable, the Purchaser shall compulsorily furnish to the Developer and or society details or certified copies of necessary documentation including but not limited to voter ID or ration card, passport, PAN (Income Tax Permanent Account Number) card, PIO (Person of Indian Origin) card, OCI (Overseas Citizen of India) card or in respect of payments made by the Purchaser of any amounts payable as per and under this agreement, the BYLAWS And the Sale Deed.

**3. NEW IMPOSITIONS:** In the event that any extraordinary, retrospective or de-novo impositions, premiums, charges, fees, security deposits, betterment charges, development charges, etc. are levied by the local or state or central government authorities or any other tax or amount of a similar nature become/s payable by the

Developer in respect of the Shop/Flat or the development, the Purchaser shall bear a proportionate share of the same. It is agreed that the impositions, premiums, fees, taxes, deposits and charges referred to hereinabove shall only mean and include extraordinary or de-novo payments or impositions levied or demanded in respect of the Shop/Flat and/or the said development and/or its infrastructure.

**4. STAMPING OF AGREEMENT:** The Purchaser shall be liable to pay the requisite stamp duty specified in clauses C, Sub Clause B and, the requisite stamp paper shall be purchased in the name and on behalf of the Purchaser. The Purchaser or their duly constituted attorney shall then execute the stamped document and comply with the registration formalities thereof. A copy of the registered document shall be lodged with the Developer. The Purchaser alone shall be liable to bear and pay the full value of stamp duty, registration fee and all other charges or penalties if any that the concerned authority may levy or assess as payable on this Sale Agreement and the Sale Deed and all other documents. The Purchaser are aware that the stamp paper to be bought in the Purchaser's name, is non-transferable and that stamp duty and other statutory payments/impositions will not refunded by the concerned authority (ies) or by the Developer.

**CLAUSES: P**

**INSURANCE & SAFETY**

**1. BUILDING INSURANCE:** The Purchaser shall not store/use in the Shop/Flat any goods, objects or substances that are of a hazardous, combustible, contraband or dangerous nature, or that may damage the structure of the Shop/Flat or the storage/use of which is likely to be objected to by the concerned authorities and shall not install or carry in heavy articles and objects that are likely to damage the staircase, common passages, elevation, stilt portion or any part of the development or the building housing the Shop/Flat. Upon completion of construction, the buildings and all other structures in the development shall be adequately and comprehensively insured in the name of the society against all risks and eventualities including third-party liability.

**2. CONTENTS INSURANCE:** The Purchaser alone shall be responsible for adequate and comprehensive insurance of the contents of the Shop/Flat including all their furniture, fittings and personal effects and such contents-insurance shall commence simultaneous with receipt of possession of the Shop/Flat by the Purchaser. The Purchaser shall not do or permit to be done any act, deed or thing which may render void or voidable any insurance of the Shop/Flat or buildings or development, or cause any increased premium to be payable in respect thereof.

**3. INDEMNITY:** The Purchaser indemnifies and keeps the Developer forever indemnified at all times against any expenditure, loss or expense arising from any claim, demand, liability, suit or legal proceedings on account of or occasioned by any accident or injury to the Purchaser or his representative/s or any person/s visiting the Purchaser or their family, guests or visitors or staff, or all persons claiming through or under the Purchaser, before or after taking possession of the Shop/Flat and during the occupation, use and enjoyment of the development, the common areas and the amenities.

**4. SWIMMING POOL:** The Purchaser are aware that the swimming pool is not intended to be provided with and may not be provided at any time in the future with lifeguard services and all persons using the pool or entering the pool area will do so at their own risk and responsibility. Use of the pool by all the Purchaser/lessees and their agents, visitors, etc. shall be as per the rules and regulations of the society and pool rules posted at the poolside. That the use of the swimming pool and the amenities shall be for the Purchaser and/or their immediate family members and only those names mentioned herein below to the maximum of 4 members for a 1 bedroom flat and 6 members for a 2 bedroom flat.

- (i) Nil
- (ii) Nil
- (iii) Nil
- (iv) Nil
- (v) Nil
- (vi) Nil

The decision of the Developer or Society as the case may be, will be final in deciding whether the individual is a family member or not & no objection shall be raised in this regard by the Purchaser of whatsoever nature at any point of time.

**CLAUSE: Q**

**EXTRA ITEMS, MODIFICATION, AND VARIATIONS**

**EXTRA ITEMS:**

- 1) If the Purchaser desires to make any changes in the internal specifications depending on the stage of construction and if permitted by the Vendor/Developer and falls within the rules and regulations of the local Authorities, the Purchaser will have to pay the additional cost arising thereupon before the said item of work is taken up for execution, and for the purpose of payment it will be considered as an extra item.
- 2) The Developer may agree to undertake the extra item but subject to the following terms:

a) The purchaser shall pay for these extra work in advance and shall complete all payment prior to the execution of the extra item.

b) The Developer may called upon the purchaser to arrange for the delivery of the fitting, material constituting the extra items to the construction site at specified times, if the Developer is unable to do so or source itself.

c) The acceptance of the Developer of undertaking the extra items and the feasibility/execution thereof shall always be subject to the availability, supply and timely delivery of all material or specification constituting the extra work to the construction site by the purchaser or their agents as the case may be.

3) The purchaser are aware that the extra item work and the changes requested, will be executed by the Developer on a best effort basis and consequently the purchaser agree that:

a) The stipulated possession date for the flat /shop could get extended/delayed in view of the extra work and by the reason of the purchaser selection of material which are different from the standard specification of to be provided uniformly to all the Shop/Flat in the development.

b) The Developer shall not be held responsible or liable to the purchaser/s for any issues or discrepancies arising from the batch variations or due to natural features or on account of variation in shape, size, colour, nature, characteristics, texture or the appearance/look/performance arising from the installation, discoloration of the purchaser selection/design that vary from or are different from the standard specification intended to be provided uniformly to all the Shop/Flat in the development.

c) Even if the work of extra items requested by the purchaser are found to be technically feasible and is taken and up for execution, the Developer shall not be responsible for the differences arising from any customization of the Shop/Flat the implementation of the extra items whether these are paid for by the purchaser or not and arising from the purchaser selection of material/design/features/layout in the Shop/Flat that vary from or differ from the standard specification intended to be provided uniformly to all the Shop/Flat in the development.

**4) PLAN, DESIGN, ELEVATION, etc.:** It is hereby agreed that the Developer reserves the right and is entitled and permitted, to make /effect such change/variations/alternatives in the plan, design, elevation, layout of the buildings, Shop/Flat or the development including but not limited to relocating open spaces, structures, gardens, Amenities and varying the layout/placement/orientation of accesses, pathways, driveways, parking spaces, gates, walls, entrances, swimming pool, or other amenities, etc. in the development as the Developer's Chief Architect/Chief

Engineer may require or consider necessary but provided that these changes/variations /alternations are necessitated by unforeseen technical exigencies/reasons or requirements arising from or consequent to on-site conditions and circumstances during the construction necessitated or by any revised or amended orders/directions of the planning / approving authorities.

**5) SUBSTITUTIONS:** The Developer shall have the right to alter/amend/change/substitute/replace, all or any of the materials or items comprising the standard specifications of the Shop/Flat and/or the development and /or the amenities, if required, or if it is in the interest of improving quality and enhancing customer satisfaction or in the event that the particular material(s) or item(s) is /are in short supply or unavailable, but provided that in so doing, the altered/amended, changed/substituted/ replaced material(s) or item(s) is /are of equivalent or higher quality and threshold-value, in unit - cost terms , as that of the corresponding materials or items originally intended to be provided as standard specifications to all Shop/Flat or/in the development or as amenities.

**6: MATERIAL VARIATIONS:-**The standard specifications may, at times, vary between Shop/Flat in the development to the extent of overall differences such as colour, size, shade, appearance, but not in terms of the threshold unit-values or unit-costs of the material(s) or item(s) intended to be provided uniformly to all the Shop/Flat in the Development. All building materials including but not limited to floor tiles, paints, hardware etc. are subject to variations in shade, size and thickness; natural materials such as stone slabs are subject to features such as veins, crystals; manufactured materials are subject to batch variations.

**CLAUSES: - R**

**THE SOCIETY**

**1. PURPOSE:** - An society to be called "Saldanha Garden Maintenance Cooperative Society " hereinafter referred to as the Society", shall be constituted by all the owners of Shop/Flat in the development as its members for the purpose of attending to the management, security, maintenance, repairs, insurance, etc. of the buildings, amenities, common areas, and to effect the collection and accounting of individual contributions from all the Shop/Flat owners. The Society will be to manage the development on a day- to-day basis so as to preserve and maintain the ambience and construction quality standards and to enable the peaceful enjoyment of the development by all the purchaser or occupants therein in a harmonious and co-operative manner. The Society will function on a "non-profit" basis and is intended to be registered under Goa cooperative Society act and the bylaws framed under the said act will govern the functioning of the society, and are intended to include all the Shop/Flat, common areas, driveways,

footpaths, parking spaces, gates, compound walls, etc. depicted in the plan annexed hereto as and when these are progressively constructed and put to use, and its meaning shall encompass the development in its entirety as and when it is completed and inhabited.

**2.A) REGISTRATION OF SOCIETY:-**On completion of all the Shop/Flat and on receipt by the Vendor/Developer of the full payment of all the amounts due and payable to the Vendor/Developer by all the Purchaser of all the respective Shop/Flat in the said project, the Vendor/Developer shall co-operate with the Purchaser in forming, registering or incorporating the Society. The rights of members of the Society, as the case may be, will be subject to the rights of the Vendor/Developer under this agreement.

b) That for the maintenance and upkeep of the said "SALDANHA GARDEN", the Purchaser along with the other co-purchaser of the Shop/Flat in the said Scheme, shall cooperate with the Vendor/Developer to form a Cooperative Maintenance Society to look after the common interest of all the Purchaser of the respective Shop/Flat in the said property and the society so formed shall after completion of the said entire development, undertake the work of supervising and maintaining it. Six months after completion of the project and/or on formation of the society the Vendor/Developer shall handover the entire maintenance of the complex to the society of the said "SALDANHA GARDEN" and the Vendor/Developer shall also handover all the accounts of the said scheme after deductions if any for the expenses done on maintenance till the handing over of the maintenance to the society.

**3. MANAGEMENT:** It is expressly agreed by the Purchaser that they shall co-operate and coordinate with the other members to duly elect a Managing Committee (herein referred to as MC) of the Society as soon as possible and at the earliest. In the meanwhile, the Developer in good faith shall on behalf of the society:

a) Temporarily engage the services of a security agency to guard the development on a 24x7 basis.

b) Temporarily appoint an Estate Manager or a property management company (hereinafter referred to as "EM") to manage the development on a day-to-day basis.

c) Temporarily appoint other service providers, such as gardening and garbage removal contractors.

d) Temporarily appoint an accountant or accountancy firm to maintain the books of account and take charge of the cheque books; bills; vouchers; bank; tax and other financial/ statutory documents, etc. ("the financial documents") of the Society for purposes of banking operations, account keeping and statutory compliances relating

thereto, etc. The salaries, professional fees and charges of all these aforementioned temporary appointees, professionals and service providers shall be paid for from the 'Society's funds. All such appointees/employees and service providers shall be the Society's appointees/employees and service providers.

**4) ESTATE MANAGER and ACCOUNTANT:** The Estate Manager (EM) and Accountant (AC) shall communicate with each other and with all members in all matters of accounts, collection of dues, statutory compliances etc. As soon as the Secretary and/or Treasurer of the MC is elected, this mandate may be reviewed by the MC.

**5)** The Developer shall, to the best of its ability and subject to the availability of suitable candidates, appoint/recruit persons for the posts of EM and AC and engage agencies to provide the services specified in clause d hereinabove. These are intended to be interim and temporary appointments/recruitments that shall be reviewed by the MC as soon as it is elected. The MC shall evaluate the performance of each these appointments/recruitment and accordingly, either continue with or terminate these appointments/recruitments and effect necessary replacements as it deems fit.

**6)** The Purchaser agrees to actively co-operate with and assist the EM, AC and MC in their duties and the accomplishment of the objectives of the Society and its day-to-day management. The Developer shall furnish to the EM and AC the names and contact details of all the purchaser of Shop/Flat in the development. Members of the Society shall communicate regularly with each other and with the EM, AC and MC by email, phone or post in all matters relating to the society , including but not limited to the management, security, rentals, rules and regulations, vehicle and visitor access, collection of dues, accounts keeping, etc. The Developer shall not be responsible for the same or be required to communicate with the members and the Society about these matters. The Developer shall communicate with the MC in matters pertaining to the Developer's rights and obligations under the agreements/deeds executed with each member

**7) MEMBERSHIP:** In order to achieve the aforesaid objectives of the Society, each of the purchaser/transferees of Shop/Flats in the development shall compulsorily become a member of the Society and shall sign by laws of Rules and Regulations or other such document evidencing the formation of the Society, both hereinafter referred to as ("Bylaws") in order to achieve the aforesaid objectives. The term "bylaws" shall also include, as applicable, all agreements and documents that are required to be executed in future, either jointly or severally, by the members of the Society or their

agents/representatives and if necessary registered before the competent authorities. Accordingly, the BYLAWS shall contain and incorporate, inter alia, the relevant and applicable terms and conditions herein, and shall contain detailed provisions regarding the Society's rules and regulations, membership, meetings, elections, decision-making, estate and financial management, etc. The Purchaser shall, as and when required, sign and execute applications, papers and documents including changes or modifications in the BYLAWS and shall do all such acts, deeds, matters and things as may be necessary or required to be done in order to meet the aforesaid objectives of the . If required and subject to the rights of the Developer and the Owners under this Agreement and the Sale Deed and subject to the terms and conditions in this Agreement, the BYLAWS and the sale Deed, the members shall, at a special General Body Meeting convened by the Managing Committee and by a vote of at least 75 percent of the general body, add, delete or amend, the rules and regulations in the jointly executed document and subject the approval of the registrar of societies.

**8) BANK ACCOUNT:** A separate bank account shall be opened in the name of the Society, as soon as the society is registered and has obtained bank opening documentation from the registrar and any funds lying with the Developer shall be credited all sums collected from all the purchaser of the flat /shop in the development as their proportionate share of expenses.. The Society shall utilize these amounts strictly for the purpose for which they have been tendered and shall pay for all expenses of management, maintenance, salaries, security, insurance, etc. from the funds lying in this account. Accounts shall be maintained in respect of these funds and annual financial statements shall be made available to all members of the Society.

#### **CLAUSES S : DEVELOPERS RIGHTS**

1) In the event of the society having being formed and registered before the Sale and disposal by the Vendor/Developer of all the Shop/Flat in the said project. The power and authority of the Society so formed by the Purchaser shall be subject to the overall authority and control of the Vendor/Developer or any of the matters concerning the said project and completion thereof and amenities appertaining to the same and in particular the Vendor/Developer shall have absolute authority and control as regard the unsold Shop/Flat and disposal thereof. The Vendor/Developer shall be liable to pay only the house tax, at actuals in respect of the unsold Shop/Flat and other common amenities. In case the society is formed before the disposal of all the Shop/Flat by the Vendor/Developer then in such case the Vendor/Developer shall join in as the promoter /member in respect of such unsold Shop/Flat and as and when such Shop/Flat is/are sold to the persons of the choice and discretion of the

Vendor/Developer, the Society as the case may be shall admit as member the Purchaser of such Shop/Flat without charging any premium or any other extra payments.

**2) SOCIETY RULES:** The BYLAWS shall contain rules and regulations including but not limited to the following:

**a)** The Purchaser shall utilize the flat for purely residential purposes. No occupant of the development shall cause any nuisance, noise and annoyance or disturb the peace, quiet and enjoyment of the development.

**b)** The common, undesignated or uncovered parking-spaces, if any, for vehicles within and outside the Development are not intended to be physically allocated to specific or individual Shop/Flat and shall only be used for parking of vehicles.

**c)** Any pets that are likely to cause noise, nuisance or danger to the other residents in the development shall not be kept in or brought into the development.

**d)** The Developer shall not be responsible or liable in any manner whatsoever to the Purchaser or to any of the other purchaser/transferees/members or to any other person(s) / authorities for and in respect of the observance or violations/infringements of the rules and regulations by the Purchaser or by the Society or the other purchaser or by their tenants agents, guests, rental guests using, residing in or occupying the Shop/Flat or in the development, whether these rules and regulations are contained in the BYLAWS of the Society or otherwise.

**3) Default Interest:** The Society shall be entitled to recover from the Purchaser interest, compounded at 14 percent per annum, on any amount(s) so defaulted.

**4)** The sum collected in the name of and on the Society's behalf from the Purchaser at the time of handover of possession of the Shop/Flat by the Developer is a provisional, interim, on - account estimate that is subject to review and revision by the Society when its accounts are drawn up at the end of the Society's first full accounting/ financial year.

**5)** The Purchaser actual, future, ongoing share of Society expenses will vary depending on the actual moneys spent or required/projected/budgeted to be spent under multiple heads of expenditure by the Society and will vary depending on decisions that the Society and its MC may take in respect of the nature, quality and type of management, repairs, maintenance, security and other services to be availed of /provided in the development; the fees charged by the providers thereof; the quality/extent of the facility management and goods/services; and the actual running costs and also contributions that may require to be made to any sinking fund, corpus or equivalent amount that the Society and its MC decide to create/keep in reserve.

6) The equitable, pro-rata basis of expense-sharing shall not be changed or altered by the Society at any time in the future.

7). COMMON BENEFIT: The Purchaser shall observe and perform all the Rules and Regulations of the BYLAWS/Society and all additions, alterations or amendments thereof that may be made from time to time, for the purposes of protection and maintenance of the development and observance and performance of the rules and by-laws of the Village Panchayat and other authorities. The Purchaser shall also observe and perform all the covenants and conditions laid down, for the common benefit of all the purchaser/lessees, by the society regarding the occupation, use and transfer of the Shop/Flat and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement and the BYLAWS and to the society.

#### **CLAUSE T**

1) **INDEMNITY:** The Developer shall, if it deems fit and only on a 'best- effort' basis, oversee the management of the development for a limited, time- bound, temporary period, until the EM and AC are appointed on behalf of the Society by the Developer. Thereafter the Developers' involvement shall be merely in an advisory capacity. The purchaser/members and the Society have agreed and understood that the Developer's oversight role will be strictly an interim and goodwill gesture for a temporary duration i.e. till such time as the EM and AC, the Society's paid retainers who will be responsible for the management, account-keeping and finances commence their respective functions. The Developer shall not be held responsible or liable for accountable, in any manner whatsoever, to the Purchaser or members/EM/ AC/MC/Society in respect of the functioning and obligations of the Society, including but not limited to:

a) The day-to-day maintenance and management of the development, and the collection of dues from all the members and for disbursements including payment of expenses, taxes, salaries, insurance, etc. to the intent that the development shall be kept free from all claims, attachments, charges, liens or other legal encumbrances.

b) The observance, performance and compliance after the Stipulated Possession Date of/with all the terms, conditions, stipulations and restrictions, if any, which have been or may be imposed by the Village Panchayat, Town & Country Planning Department, or other authorities while approving the building plans and permissions or thereafter.

c) The adherence to and compliance with all the statutes, rules and regulations including those hereunder, by the Purchaser and their respective tenants, visitors, guests (paying or otherwise), rental customers, rental agents or other individuals/entities applicable to the member(s), the said Shop/Flat(s) or the development and its amenities or the Society.

- d) The accounts-keeping, the financial transactions, arrears or outstanding in the Society accounts whether due to non-payment of charges, contributions and payments due from members or otherwise.
- e) Any late payments or non-payment or defaults by the Society and its MC of statutory and other dues, penalties, impositions relating to withholding taxes/TDS, salaries and employee/labour benefits etc.
- f) The performance or quality thereof of the EM, CA, security guards or other service providers engaged, appointed or recruited on behalf of the Society.
- g) The security or safekeeping of the Shop/Flat or the development, or any person's/contents/possessions therein.
- h) The observance or violations/infringements of the rules and regulations by the owners of apts. or by their agents, guests, rental guests using, residing in or occupying any of the Shop/Flat in the development, whether the rules and regulations are contained in the BYLAWS or not.

The Purchaser hereby indemnifies the Developer in respect of the provisions in clause T, from 1 a to h above and:

- a) shall do all such acts, deeds, and things as they may be reasonably required to do to ensure that all the aforesaid obligations, compliances and responsibilities of the Society, the MC, the EM and the AC as the case may be are undertaken and performed, respectively and
- b) Even if not an office bearer or on the MC, they shall play an active role and communicate regularly with all other members so as to enable the abovementioned compliance and observances by the members, the Society, the MC, the EM and the AC.

## **CLAUSES: U**

### **RENTALS & LETTINGS**

- 1) The Purchaser have represented to the Developer that whenever the Purchaser are not in occupation of the Shop/Flat they will rent or let the Shop/Flat to suitable persons including for vacation rentals or holiday lets. Subject to the other conditions herein and the Rules and Regulations the Society shall have no-objection to the Purchaser under taking such rental/letting of the Shop/Flat to any person(s) of the Purchaser choice but on condition that:
  - a) The Purchaser and/or their agent(s) undertake all renting/letting/leasing in conformity and compliance with the Rules and Regulations in the BYLAWS those framed or amended by the Society from time to time, and in conformity and compliance with the bye-laws, rules, and regulations of all the concerned authorities.

b) The Purchaser's lessees, tenants, guests, visitors and other outsiders entering the development or the Shop/Flat do not cause any nuisance, noise and annoyance or to the other purchaser/lessees/occupiers or jeopardize the security of or disturb the peace and quiet of the development therein. The Society shall frame such rules and regulations or amend them from time to time as appropriate, only to sub-serve the aforesaid purposes but not so as to effect any blanket prohibition of any rental or lettings intended to be undertaken by the Purchaser at any time in the future. The Purchaser shall ensure that any renting/letting of Shop/Flat in and access to the development by their guests, visitors, renters is properly regulated in the aforesaid manner.

c) The Purchaser shall have no objection if the purchaser of the other Shop/Flat in the development decide to undertake vacation or holiday rental/letting of their Shop/Flats whether on an individual or collective basis, provided all such activity is undertaken in conformity and compliance with the Rules and Regulations framed by the Society from time to time in this regard for the purpose of ensuring that lessees, purchaser, residents, guests and other visitors outsiders do not cause any nuisance, noise and annoyance in or jeopardizes the security of the said development or the other purchaser/lessees/guests in the development and other Shop/Flat therein. The Society shall frame such rules and regulations, as appropriate, only to sub-serve the aforesaid purposes but not so as to effect any blanket prohibition of any individual or collective holiday rental/lettings intended to be undertaken in the development at any time in the future. The Purchaser shall co-operate with the other purchaser and with the society to ensure that any vacation or holiday renting/letting of Shop/Flat in and access to the Developer is properly regulated in the aforesaid manner. The Purchaser shall comply with all the regulations of the concerned authorities in respect of any holiday renting/letting of the Shop/Flat. For the purposes herein, the terms 'holiday' or 'vacation' rentals and letting as used herein shall also include and apply to long-term rentals, leases and other dispositions of the Shop/Flat.

d) That the rental will be for a minimum of seven days or more, and under no circumstances it will be on daily basis.

**2). REGULATIONS/COMPLIANCES:** The Purchaser shall personally comply with all the regulations of the concerned authorities in respect of any renting / letting of the Shop/Flat including compliance with Registration of Tenants and Foreigners Rules, Tourism Dept. Regulations and other applicable laws and statutory requirements such as Luxury Tax, Service Tax and TDS. In the case of each rental/letting of the Shop/Flat, the Purchaser shall lodge a copy of the form 'C' and /or Information on Tenants and other necessary documents with the police and other concerned authorities with a copy to the society. The Purchaser agree that the society shall frame appropriate rules in

order to control and regulate rental activity and access to the development by tenants, visitors and other outsiders in order to maintain security and sub-serve the other purposes as aforesaid. The rights of the Purchaser to rent or let the Shop/Flat shall be subordinate to the Rules and Regulations of the Society and to the rights of the Developer under the BYLAWS and the rights of the society and the rights of the owners of other Shop/Flats in the development.

**3.) RESPONSIBILITY:** Even if any rental/letting of the Shop/Flat is undertaken by the Purchaser through a rental management/letting agency/third-party, the Purchaser shall be ultimately, directly and personally responsible for compliance with the Rules and Regulations of the Society the provisions of this agreement, the BYLAWS and the Sale Deed; the rules of the concerned authorities and with other statutory requirements.

**4.) COMPLIANCES:** The Purchaser alone shall be responsible and liable to ensure that any/all assignment/s, transfer/s, letting/s, rental and transactions related thereto in respect of the Shop/Flat shall be in compliance and conformity with all applicable central and state laws/statues.

**CLAUSES: V DEVELOPERS' OTHER RIGHTS & OBLIGATIONS**

**a). SAFETY OF ADVANCES:** Subject to the terms and conditions herein, all installments paid to the Developer by the Purchaser shall, at all times be kept free, saved, protected, defended and harmless by the purchaser from all third-party claims, attachments, liabilities, liens or demands by/from creditors, receivers, claimants or other society claiming through or against the Developer.

**b). ENFORCEMENT:** The rights of the Purchaser, the society and all its members shall be subject to the Developers' rights under this agreement, the Sale Deed, the BYLAWS and other documents, are subject to the Developers' rights in respect of the Developmental Property and the development. Any delay or indulgence by the Developer in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser shall not be treated as a waiver on the part of the Developers of any of the terms and conditions of this agreement, nor shall it in any manner prejudice the rights of the Developer. The provisions, terms and conditions of this agreement shall survive the execution of the Sale Deed and the BYLAWS and be applicable and binding on the parties hereto unless specifically excluded/waived in the Sale Deed and BYLAWS.

**c). COMPLETION OF AMENITIES:** The Purchaser acknowledges, agrees that the construction of certain components of the amenities and external,

areas/portions/works in the Development could be completed after the stipulated possession date.

**d) ASSIGNMENT:** The Developer shall be free to sell, assign, transfer or otherwise deal with their right and interest in the Developmental property and in the Development provided it does not in any way affect or prejudice the interest of the Purchaser and provided the Shop/Flat, the amenities, the common areas and the private, residential character and ambience of the Development are not affected adversely.

#### **CLAUSES W : PERMANENT RIGHTS**

**1) PERMANENT RIGHTS:** The following provisions of this clause shall remain applicable and survive even after completion of the development and election of the MC of the society and shall not be changed/amended/deleted from the BYLAWS or any other society document executed at any time in the future or be overruled, countermanded or rescinded at any time in the future by the society or the MC, even at/by a specially convened GBM.

**2)** The Developer shall always have the right to permanently install/display a plaque or signage of an approximate size of 1 sq. mts., at the entrance and compound wall of the development publicizing/promoting the name of the development and the Developer. The Developer shall have the right to display two other signboards of the same size and with the same inscription on the outside wall(s) of the development. The society, the MC or any of the members shall not remove or subscribe to the removal of these signboards at any time In the future.

**3)** The Developer and its authorized representatives and nominees shall always have the right to enter the development at any reasonable time even without prior arrangement for the purpose of viewing the development even after the formation of the society or the sale of all the Shop/Flats therein.

**4)** The provisions of sub clauses W- 1 to 3 shall not be changed /amended /countermanded or overruled at any time in the future by the society its Managing Committee, even if agreed to/decided by all the members and/or voters at any General Body Meeting of the society.

**5) NO LIABILITY:** Neither the Developer nor the society shall be liable to the, Purchaser or any person whomsoever whether claiming through or under, the Purchaser or otherwise:

a) For or in respect of any loss or damage to any person/s or property caused by, or through, or in any way owing to a failure, malfunction, explosion or suspension of the

electricity, telephone, or water supply to the development or the Shop/Flat or any part thereof or caused by causes / reasons whatsoever.

b) For or in respect of any loss, damage, inconvenience to any person/s or property caused by or during the use of habitation of/entry into/residence in the Shop/Flat or in the development or caused by falling objects or caused by Suspension/breakdown/outages/shortages of utilities and services or from any other cause or reason whatsoever.

c) For the security or safekeeping or insurance of the development, or the Shop/Flat or of any person/s or of the contents and possessions therein.

**CLAUSES: X**

**MISCELLANEOUS PROVISIONS:**

1) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said Shop/Flats or of the said project or any part thereof until the full amount is paid to the Vendor/Developer.

2) Any delay tolerated or indulgence shown by the Vendor/Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Vendor/Developer shall not be construed as a waiver on the part of the Vendor/Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Vendor/Developer.

3) It is also understood and agreed by and between the Parties hereto that the space in front of and/or adjacent to the Shop/Flats in the said project if any allotted by the vendor /Developer, shall belong exclusively to the respective Purchaser of the Shop/Flats and the said space is intended for the exclusive use of the respective Shop/Flat Owner (if any). The said space shall not be enclosed by the Shop/Flat owner till the permission in writing is obtained from the concerned local authority and the Vendor/Developer or the said Society or as the case may be.

4). SETTLEMENT OF DISPUTES: Any dispute/s arising between the parties of this agreement whether in relation to the interpretation of its clauses and conditions, or to the performance of these presents or concerning any act or omission of either party to the dispute/s, or to any act which ought to be done by the parties in dispute, or in relation to any matter whatsoever concerning this agreement shall be referred to a sole arbitrator who shall be a permanent resident of Goa, appointed by mutual consent of both the parties and such arbitration shall be conducted in Panjim, Goa in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended

upto date. The arbitrator must have no social, business or professional relationship with any party hereto. All the costs towards the arbitration proceedings shall be borne by the party initiating the arbitration proceedings.

5) The common amenities, such as recreation place, swimming pool, playgrounds use shall be meant only to the use and enjoyment of the Owners/Immediate family members of the flat owners in the said "SALDANHA GARDEN". The Purchaser agrees and undertakes to contribute towards the membership fees of these common amenities, which may from time to time be imposed by the Managing Committee of the Society, as and when formed.

6) It is specifically agreed and understood that irrespective of any representation that may be made by the VENDOR/DEVELOPER in any brochures or advertisements or irrespective of any design or drawings shown in any plans or drawings, the VENDOR shall have the absolute authority to change the locations, designs or alignments of any Shop/Flat /s, and/or of any open area in plot or building/s or any premises in any of the Shop/Flat /s and similarly to convert any open areas, stilts, etc. into any other premises for any other purpose or use and the PURCHASER shall not be entitled to in any manner object thereto.

Likewise, all the open areas, whatsoever in any of the building/s or on the said property shall be the absolute property of the VENDOR/DEVELOPER and he/she shall in his absolute discretion be entitled to make any allotment reservations, sales, grants or allowances in respect thereof in favour of any person/s and the PURCHASER shall not be entitled to claim any rights thereto or in any manner object or obstruct the VENDOR/DEVELOPER or any such PURCHASER, allottee or grantee in respect thereof, it is expressly agreed and understood that except for the premises agreed to be sold to the PURCHASER as hereunder provide, the PURCHASER shall not be entitled to have or claim any rights to or interests in any area/s in any of the building/s or the said property.

7. NO ORAL VARIATION: All contractual commitments in respect of and including configurations, designs, features, specifications, extra items, time- bound payments, plans, drawings, sizes, etc. of the Shop/Flat and the development and all the terms and conditions relating thereto shall necessarily be in writing and countersigned by both parties to be valid and binding and neither party shall plead any oral variation thereof. The Developer and the Purchaser/s agree that changes, modifications, waivers, amendments, addendum if any, of/to the terms, conditions, clauses herein and all agreement/s between the Purchaser/s and the Developers shall be in writing and

countersigned by both parties to be valid and binding and neither party shall plead any oral variation thereof.

8. ENTIRE AGREEMENT: The details as specified in this agreement and any other writing/s duly countersigned shall constitute the entire agreement and contractual commitment between the Purchaser and Developer in relation to specifications, designs, dimensions, features, timelines, amenities and facilities of the Shop/Flat and the development. Promotional material including but not limited to brochures, flyers, website data, videos, walk through, computer generated images and pictures or other marketing collateral and communication /s exchanged between the parties in respect of the Shop/Flat prior to the execution hereof shall not form part of this agreement. The specifications and features of the Shop/Flat and the development in Schedule II B, C, D hereunder shall comprise and constitute the only, definitive list/itemization of specifications, features and amenities to be provided to the Shop/Flat and the development.

9. SEVERABILITY AND JURISDICTION: If at any time, any provision of this agreement is declared invalid or unenforceable under the applicable law/s or under directions or orders of any judicial or other competent authority, the validity or enforceability of the remaining provisions of this agreement shall not be affected or impaired thereby and this agreement shall continue in full force and effect as if it had been executed without the invalid or unenforceable provision. The Developer and the Purchaser also agree that all disputes if any, arising under or concerning this agreement shall come under the sole, exclusive legal jurisdiction of the Courts in Goa only.

10. MULTIPLE PURCHASER/S: In the event of there being two or more persons collectively named herein as 'Purchaser/s', they hereby agree that all references to 'Purchaser' in this agreement shall mean each and all of them and all of the obligations and liabilities of the persons collectively named as Purchaser/s herein are joint and several and the Developer shall not be obligated to determine each of the constituent purchaser/s obligations but may pursue each of them severally. Anyone person named herein as Purchaser who signs the possession certificate or other documents shall be deemed as the representative and authorized signatory signing on behalf of all the other persons named as Purchaser/s.

11). THIRD PARTIES: This agreement will be binding upon and endure to the benefit of the Developer, their administrators, successors and permitted assignees and will be

binding upon and endure to the benefit of the Purchaser/s, their legal heirs, executors, administrators, successors, transferees and permitted assignees.

12) This agreement is for the sole benefit of the parties hereto. Neither party's obligations are for the benefit of any third party nor no third party acquires any enforceable rights with respect to this agreement. Any rights, liens or claims of the banks, financial institutions or other entitles/person(s) that are permitted by the Developer to extend home-loans/ finance to the Purchaser, shall be sub-ordinate and subject to the Developers' lien over and rights and claims in respect of the Shop/Flat.

13) GRANT: Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of any right, title or interest in or to the Shop/Flat; the development; the developmental property; the entire property or any part or portion and any such right, title and interest will only be granted, demised or assigned to the Purchaser on execution and registration of the Sale Deed.

14) JOINT AND SEVERAL LIABILITY: If more than one person signs this agreement as Purchaser, each of their liabilities is joint and several. This agreement will be binding upon and endure to the benefit of the Developer, their administrators, successors and permitted assigns and will be binding upon and endure to the benefit of the Purchaser, their legal heirs, executors, successors, transferees and permitted assigns.

15) NOTICES: Any communication, notice under this agreement shall be in writing and sent to the addresses of the parties specified below. Any change of address by any party shall be intimated to the other in advance.

Where necessary, all email correspondence shall be backed up by a hard copy of the communication that shall be sent by post to the other party.

## **16. ADDRESS FOR COMMUNICATION**

a) THE DEVELOPERS: M/s. Saldanha Developers Pvt. Ltd.

Address for communication: 302 Mathias Plaza, 18<sup>th</sup> June Road, Panaji Goa. 403001.

Registered address: at 5/6, Pawan Palace, Sitladevi Temple Road, Mahim, Mumbai - 400 016.

Email ID:- [sales@saldanhagroup.com](mailto:sales@saldanhagroup.com)

Contact no:- 0832-2224485 / 2220568 / 2220569

b) THE PURCHASER: -

Address for communication:

Contact no:-

17) The Vendor/Developer and the Purchaser hereby declares that the property in transaction does not belong to the Schedule Caste / Schedule Tribes pursuant to the Notification No. RD/LAND/LRC/318/77 dated 21/08/1978.

18) Either Party to this Agreement shall be subjected to the stipulations hereunder contained and shall have a right of specific performance of this Agreement.

19) The present market value of the shop/flat is Rs. \_\_\_/- (Rupees only) and accordingly the appropriate stamp duty is embossed.

20) The possession of the said Shop/Flat no. \_\_\_\_\_ is not yet handed over to the Purchaser and the same will be handed over at the time of execution and registration of sale deed.

#### **SCHEDULE - I**

All that property bearing Survey No. 261/1-D of Mulgao village which is known as "Bhattwadi" also known as "Botvado Cuttubona Margocodil" same is inscribed in Land Registration No. 105 of Book B (Old series) of Bardez and enrolled in Taluka Revenue Office of Bicholim Taluka under No. 731. The said property is recorded in Survey record as "Bhatwadi" admeasuring 3255 sq. mts and bounded as under:

EAST : By Survey No. 260/1-C

WEST : By Road

NORTH : By Road

SOUTH : By Survey No. 260/1-C

#### **SCHEDULE -I A**

The Shop /flat namely Shop/Flat No. \_\_\_\_, Block \_\_\_\_, saleable super built up area as defined below admeasuring approx. \_\_\_\_\_ square meter (which includes incidence of staircase/passages/balconies/wall thickness etc) on Ground floor and of the project "SALDANHA GARDEN" constructed on the said property. The Shop/Flat and its measurements are shown in red colour in the plan hereto annexed. The present market value of said the shop/flat is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) and accordingly the appropriate stamp duty is embossed.

The term Saleable area of Shop/Flat is commonly known as super built up which includes the super built-up area of the Shop/Flat as well as the area of its balconies, bay window projections and projections of other windows having tiles and railings; the

areas of its lofts and attics (If any); the proportionate share of the cross-sectional area of the staircase block,; a proportionate share of the access to the overhead water-tank, a proportionate share of the areas of the structures of the gymnasium, security guard cabin, filtration room, utility room and society office.

### **SCHEDULE- II A**

#### **SPECEFICATIONS FOR FLATS:**

1. Building will be RCC frame structure of columns, beams and slabs. The internal partitions walls will be of 4 1/2" brick masonry and external wall will be of 9" laterite/brick masonry. Internal walls will be plastered with cement mortar with neeru finish and then painted in oil bound distemper and external walls will be plastered with cement mortar in two coats with sand face finish thereafter painting the same with cement paint.
2. Flooring will be of vitrified tiles 24" x 24" for living /Bedrooms and ceramic tiles 16" X 16" with matching skirting for kitchen. The Toilet and Bathing rooms will be provided with ceramic tiles up to a height of 7 feet. The flooring of the toilet/ bathing room will be tiled with ceramic tiles or equivalent.
3. All internal and external doors will be 30 mm thick teak wood paneled door with marine ply panel along with painting the doors on both sides with Synthetic Oil Enamel paint or molded paneled doors of good quality. Main door shutter will be teak wood with brass fixtures. Window will be Sal/matti wood frames with Sal wood shutters/Aluminum sliding shutters and glazed with 3 mm glass and painted on both sides with Synthetic Oil Enamel paint and/or aluminum powder coated sliding windows. Doors of the Toilet and Bathroom will be 30 mm thick Teak wood frame with 9 mm Marine ply for panel and the same painted on both sides with Synthetic Oil Enamel paint. All hardware will be of aluminum and anodized.
4. Plumbing will be concealed in CPVC pipes and fittings or equivalent. All sanitary ware will be of cera/hindware or similar make with pastel colour matching with tiles and English WC.
5. Electrical point will be concealed with copper wiring and adequate point will be provided for each room as follows:
  - (a) Liv/Din- 2 light points, 1 fan point, 2 Nos. 5amp points, 1 bell point, 1 tv/tel socket.
  - (b) Bedroom - 1 fan point, 2 light points, 2 Nos. 5 amp points, 1 tel point and 1 No.15 amp point.
  - (c) Kitchen- 2 light points, 1 fan point, 3 Nos. 5amp, 2 Nos. 15 amp.

(d) Toi/Bath- 1 light point, 1 Nos. 15 amp for geyser.

(e) Balcony- 1 light point.

All switches will be Anchor Dyna make or of similar brand.

6. Kitchen platform will have granite top with stainless steel sink and ceramic tiles of 2 feet height above the platform and rested on wooden cabinets in cement board and laminated shutters. OR rested on cuddappah supports with granite strips for front face of the platform without wooden cabinets.

### **SCHEDULE- II B**

#### **SPECEFICATIONS FOR SHOPS:**

1. Building will be RCC frame structure of columns, beams and slab. The internal partitions wall will be of 4 1/2" brick masonry and external wall will be 9" Brick/laterite masonry. Internal walls will be plastered with cement mortar with neeru finish and then painted with oil bound distemper and External walls will be plastered with cement mortar in two coats with sandface finish thereafter painting the same with cement paint.
2. Flooring will be of 2' X 2' vitrified tiles with matching skirting.
3. Main entrance will have a Rolling Shutter.
4. Electrical wiring will be concealed copper wire with adequate points.
5. All sanitary ware will be of white colour.

### **S C H E D U L E - I I C**

#### **SPECIFICATIONS FOR STILT PARKING:**

1. The flooring will be of red oxide finish cement flooring OR China Mosaic or chequered tiles.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day and year first herein above mentioned. Signed and delivered by the within named Developer **M/s. Saldanha Developers Pvt. Ltd.** (Represented by its Managing Director **Mr. Benedict Saldanha**)

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**Finger Print of left hand**

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**Finger Print of right hand**

**Signed and delivered by the within named Purchaser: -**

2) \_\_\_\_\_

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**Finger Print of left hand**

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**Finger Print of right hand**

**In the presence of: -**

1) \_\_\_\_\_

2) \_\_\_\_\_