

AGREEMENT FOR SALE

THIS AGREEMENT is made and executed at Margao, Salcete, Goa, on this _____ day of _____, of the year 2020;

BETWEEN

NANU ESTATES PRIVATE LIMITED, a Company duly incorporated under The Companies Act, 1956 and registered with the Registrar of Companies at Panaji, Goa, under Corporate Identity No. **U70200GA2007PTC005509**, holding Income Tax PAN **AACCN64880**, Email ID: **info@nanu.co.in**, having its Registered Office at House No. 15/1448, 'Nanu House', Behind Grace Church, Varde Valaulicar Road, Margao, Goa 403 601, hereinafter referred to as "**the BUILDERS**" (which expression shall mean and include all its Directors, successors-in-office, legal representatives, attorneys, administrators, executors and assigns) OF THE FIRST PART;

AND

1. Mr. _____, son of _____, aged about _____ years, Indian National holding Income Tax PAN _____, Aadhaar Card No. _____, Email ID: _____, Mobile Phone No. _____, occupation _____, married; and his wife,
2. Mrs. _____, daughter of _____, aged about _____ years, Indian National holding Income Tax PAN _____, Aadhaar Card No. _____, Email ID: _____, Mobile Phone No. _____, occupation _____, both residents of House No. _____, _____; presently residing at House No. _____, _____, Margao, Goa 403 _____; hereinafter referred to as "**the PROSPECTIVE HOLDERS**" (which expression shall mean and include all their heirs, successors, legal representatives, attorneys, administrators, executors and assigns) OF THE SECOND PART;

WHEREAS, **the BUILDERS** are represented herein by its Director, Mr. _____, son of _____, aged _____ years, Indian National holding Income Tax PAN _____, Aadhaar Card No. _____, businessman, married, residing at House No. _____, _____; by virtue of Resolution dated _____ of its Board of Directors, certified extract whereof is being presented to the Sub-Registrar of Salcete at Margao, Goa, at the time of presentation of this Agreement for the purposes of its registration under The Indian Registration Act, 1908;

AND WHEREAS there exists at Borda in the city of Margao, within the limits of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South Goa in the State of Goa, the land denominated "**MALUPORBULEM**" or "**MALUPORBOLEM**", popularly known as "**MARLEM**", which land, as a whole, is described in the Land Registration Office of Salcete Judicial Division under No. 550 of Book B No. 2 of New Series, enrolled in the Office of Salcete Taluka Revenue Office under Matriz No. 2842, surveyed for the purposes of City Survey of Margao

under Chalta Nos. 1, 2 and 3 of P. T. Sheet No. 175, which entire property is fully described in **SCHEDULE-I** hereto and hereinafter referred to as “the entire property” for the sake of brevity and convenience;

AND WHEREAS the said entire property was initially owned by one Mr. Luciano Frederico Alvares and his wife, Mrs. Faustina Filomena de Assencao Colaco, as found inscribed under Inscription No. 132 dated 21.04.1883 at page 29 of Book G No. 1 of the Land Registration Office of Salcete Judicial Division;

AND WHEREAS, upon death of the said Mr. Luciano Frederico Alvares, the instrument of “Justification Deed” dated 16.04.1900 was executed between his widow, by name Mrs. Faustina Filomena de Assencao Colaco and his heirs, being his children by names Mr. Caitano Francisco Alvares, Mr. Jeronimo Merciano Alvares, Mr. Pedro Martinho Alvares and Mr. Constancio Fernandes alias S. Ana Constancio Fernandes and their respective spouses, in which instrument it was declared that the entire property exclusively belongs to the widow i.e. Mrs. Faustina Filomena de Assencao Colaco, since it was exclusively allotted to her in the Inventory Proceedings held upon death of her father by name Mr. Salvador Caitano Colaco;

AND WHEREAS, as found recorded in the provisional Inscription No. 8662 dated 31.01.1902 at pages 143 of Book G No. 10 of the Land Registration Office of Salcete Judicial Division, duly confirmed by further Inscription No. 9707 dated 04.09.1905 at page 88 of Book G No. 12 in the same Office, the entire property was sold by the said Mrs. Faustina Filomena de Assencao Colaco (widow) to Mr. Rosario da Camara vide the Public Deed dated 11.09.1901;

AND WHEREAS, as found recorded in Inscription No. 14009 dated 01.03.1915 of Book G No. 18 of the Land Registration Office of Salcete Judicial Division, upon death of the said Mr. Rosario da Camara, partition of the assets left behind by him was effected vide the Public Deed drawn on 25.02.1915 at pages 41 (overleaf) to 43 (overleaf) of the Notarial Book No. 251 by the Assistant Notary of Salcete, Mr. Jose Francisco da Silva Coelho, and in such partition the entire property was allotted to his son by name Mr. Rosario Francisco Amarante Camara;

AND WHEREAS, as recorded under Inscription No. 49561 dated 05.03.1965, the said Mr. Rosario Francisco Amarante Camara also expired and in the Orfanological Inventory Proceedings filed in the Court of Judicial Division of Beira in Portugal, the entire property was allotted to his son by name, Mr. Acacio Camara, married to Mrs. Delia Gerson Rebelo e Camara;

AND WHEREAS the said Mr. Acacio Camara expired at Margao, Goa, on 03.02.1997, leaving behind him, as his widow and moiety sharer the said Mrs. Delia Gerson Rebelo e Camara; and as his heirs, he left behind his four married children, by names (i) Mr. Aires Amarante Camara married to Mrs. Malini Sousa Camara, (ii) Mrs. Maria Ivete Camara Velho married to Carmo Sousa Velho, (iii) Mrs. Delia Virginia Camara Pinto married to Mr. Antonio Francisco Costa Pinto, and (iv) Mr. Alan Acacio Camara married to Mrs. Ana Dias e Camara, as so declared in the Notarial Deed of Declaration of Succession of Heirs (Escritura de Habilitacao) dated

03.04.1997 drawn at pages 4 onwards of Deeds of Book No. 1384 by the Notary Public Ex-Officio of Salcete at Margao;

AND WHEREAS, for the purposes of partition of the assets left behind by the said late Mr. Acacio Camara, his widow i.e. Mrs. Delia Gerson Rebelo e Camara filed in the Court of the Civil Judge, Senior Division at Margao, Inventory Proceedings No. 17/2004/A, in which the entire property was partitioned into 8 (eight) distinct and separate plots, providing for the internal roads as shown in the Plan of the entire property forming part of the said Inventory Proceedings;

AND WHEREAS, as per the partition of the entire property effected in the said Inventory Proceedings, below listed plots are made in the entire property:-

- (a) 3 (three) plots identified as Plot A-1, Plot D-1 and Plot I-1 were made in the part of the entire property bearing Chalta No. 1 of P. T. Sheet No. 175;
- (b) 3 (three) plots identified as Plot A-2, Plot D-2 and Plot I-2 were made in the part of the entire property bearing Chalta No. 2 of P. T. Sheet No. 175; and
- (c) the entire Chalta No. 3 of P. T. Sheet No. 175 forming part of the entire property has been identified as Plot A-3;

AND WHEREAS, in the said Inventory Proceedings, the Plot No. A-3 is described under Item No. 25 of the List of Assets, and the same has been allotted to Mr. Alan Acacio Camara married to Mrs. Ana Dias e Camara, which plot is more fully described in the **SCHEDULE-II** hereinafter appearing;

AND WHEREAS, vide the Deed of Sale dated 05-08-2011 duly registered in the Office of the Sub-Registrar of Salcete at Margao, Goa, under No. MGO-BK1-04260-2011, CD No. MGOD53 on 05-08-2011, the said Mr. Alan Acacio Camara and his wife, Mrs. Ana Dias Camara have sold in favour of **the BUILDERS**, a distinct and separated part admeasuring 1,330 square meters forming part of the property described in the **SCHEDULE-II** hereto;

AND WHEREAS, vide the Judgment and Order dated 18-01-2016 passed by the Deputy Collector & Sub-Divisional Officer of Salcete at Margao, Goa, in Case No. LRC/PART/MAR/115/2014/II, the said distinct and separated area admeasuring 1,300 square meters is separated from the property described in the **SCHEDULE-II** hereto, by allotting new Chalta No. 67 of P. T. Sheet No. 175 of Margao City Survey, recorded in the name of **the BUILDERS**, for an area of 1,330 square meters;

AND WHEREAS the said distinct and separated area of 1,330 square meters purchased by **the BUILDERS** is more fully described in the **SCHEDULE-III** hereinafter appearing and hereinafter referred to as “the Project Land”, for the sake of brevity and convenience;

AND WHEREAS, **the BUILDERS** have got drawn plans for development of the Project Land for the purpose of construction of one residential building and two row-villas, and named the project of such development as “**SAPANA PRIVY**”, hereinafter referred to as “the Project” for the sake of brevity and convenience;

AND WHEREAS for the purpose of such development and construction of the Project in the Project Land, **the BUILDERS** have obtained permissions and licences as under:-

- a) **Sanad** No. COL/SAL/SG/CONV/15/2019/10796 dated 25-09-2019 for change of use of land from one purpose to other, granted by the Collector of South Goa District, Margao, Goa;
- b) **Development Permission** No. SGPDA/P/6316/279/20-21 dated 16-06-2020 granted by the South Goa Planning & Development Authority, Margao, Goa;
- c) **Fire NOC** bearing No. DFES/FP/HB/235/20-21/118 dated 18-08-2020 issued by the Director of Fire & Emergency Services, Panaji, Goa;
- d) **Health NOC** bearing No. UHCM/NOC/2020-21/731 dated 11-09-2020 issued by the Health Officer of Urban Health Centre, Margao, Goa;
- e) **Construction Licence** No. A/40/2020-2021 dated 09-10-2020 issued by the Margao Municipal Council, Margao, Goa, with due approval of plans thereunder;

AND WHEREAS, **the BUILDERS** have engaged Arch. Mrs. **Sandipa Gaunekar**, having her office at C4, 3rd Floor, Sapana Regency, Shirgaonkar Road, Panaji, Goa 403 001, as **Architect** for the preparation of the architectural design and drawings of the Project and **the BUILDERS** accepts her professional supervision till the completion of the Project;

AND WHEREAS **the BUILDERS** have appointed Engr. **Yogesh Bhobe**, having his office at C4, 3rd Floor, Sapana Regency, Shirgaonkar Road, Panaji, Goa 403 001, as **Engineer/Structural Engineer** for the preparation of the structural design and drawings of the Project and **the BUILDERS** accepts his professional supervision till the completion of the Project;

AND WHEREAS the Project is registered under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 (hereinafter referred to as “the Act”) with the Goa Real Estate Regulatory Authority under No. _____ dated _____;

AND WHEREAS **the PROSPECTIVE HOLDERS** have approached the **BUILDERS** with a request that, upon completion of the construction by **the BUILDERS** on their own account, of the premises described fully in **the SCHEDULE-IV** hereinafter appearing (hereinafter referred to as “the said premises”, proposed to be constructed by **the BUILDERS** in the Project Land, **the BUILDERS** shall sell to **the PROSPECTIVE HOLDERS** the said premises along with undivided share in the Project Land proportionate to the area of the said premises, for the price stipulated herein;

AND WHEREAS the parties have mutually settled the terms of this Agreement, and the parties hereto hereunto record such terms of agreement.

NOW THIS AGREEMENT WITNESSES AS UNDER:

Definitions:

1. For the purposes of this agreement, unless contrary to the context or meaning thereof, the following terms shall mean the meaning given to them herein below: -
 - (a) “the said premises” shall mean the premises as described in the **SCHEDULE-IV** hereinafter written at the conclusion of this Agreement;
 - (b) “the Project Land” shall mean the land described in the **SCHEDULE-III** hereto at the conclusion of this Agreement;
 - (c) “payment plan” shall mean the instalment payments of the price consideration as specified in the **SCHEDULE-VI** hereinafter written at the conclusion of this Agreement;
 - (d) “service” in relation to any letter or notice by one party to the other shall be either by email or by hand delivery to the party or to his office staff or family member and the service shall be deemed to have been effected on the same day of sending such email or hand delivering; but in case it is sent by post or through courier, the service shall be deemed to have been effected on the third day of its posting of the same at the address given hereinabove, whether or not the same is actually served or any acknowledgment thereof is received back by the sender;
 - (e) “super built-up area” shall mean a total area obtained after adding to the built-up area of the premises, such additional area that shall be derived after multiplying the built-up area of the premises by a fraction obtained upon dividing the total common area by the total built-up areas of the entire building/s;

Project name:

2. The name of the project i.e., of the building and the row-villas to be constructed by **the BUILDERS** in the Project Land, shall be “**SAPANA PRIVY**” or shall be such name as **the BUILDERS** may decide at their own sole discretion.

Transaction:

3. **The BUILDERS** shall construct, on their own account, the building and row-villas proposed by them to be constructed in the Project Land, as per the plans approved by the concerned authorities from time to time, and thereafter **the BUILDERS** shall sell the said premises unto **the PROSPECTIVE HOLDERS** and/or in favour of one or more nominee/s of **the PROSPECTIVE HOLDERS**. Layout of the said premises is shown marked in red colour lines in the **PLAN-I** annexed to this Agreement.
4. The proposed sale of the said premises shall include the sale of undivided share in the Project Land proportionate to the area of the said premises, as well as the proportionate share in all the common areas and amenities in the Project, and **the PROSPECTIVE HOLDERS** shall bear the cost of the stamp duty and registration fee thereof.
5. Such sale, as per the choice of **the BUILDERS**, shall be effected in favour of **the PROSPECTIVE HOLDERS** and/or in favour of one or more nominee/s of **the PROSPECTIVE HOLDERS**.

6. **The BUILDERS** shall also allot one stilt parking space No. _____ on the stilt of the Building _____, tentative layout of which is as shown in the **PLAN-II** annexed to this Agreement. The area, dimensions and location of this stilt parking space is subject to variance at the discretion of **the BUILDERS**.

Consideration & payment thereof:

7. The aggregate amount, inclusive of the sale price of the said premises, the sale price of undivided share in the Project Land proportionate to the area of the said premises, as well as the proportionate share in all the common areas and amenities in the Project, payable by **the PROSPECTIVE HOLDERS** to **the BUILDERS** shall be **Rs.**_____/ - (Rupees _____ only) and the same shall be paid in the manner mentioned in **SCHEDULE-VI** hereinafter appearing and hereinafter referred to as 'the Payment Plan'.
8. **The BUILDERS** shall confirm the final carpet area that has been allotted to **the PROSPECTIVE HOLDERS** after the construction of the said premises is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by **the BUILDERS**. If there is any reduction in the carpet area within the defined limit then **the BUILDERS** shall refund the excess money paid by **the PROSPECTIVE HOLDERS** within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the Rules), from the date when such an excess amount was paid by **the PROSPECTIVE HOLDERS**. If there is any increase in the carpet area allotted to **the PROSPECTIVE HOLDERS**, **the BUILDERS** shall demand additional amount from **the PROSPECTIVE HOLDERS** as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the rate to be derived by dividing the agreed price consideration by the carpet area of the said premises.
9. The total price mentioned herein above excludes Taxes (consisting of tax paid or payable by **the BUILDERS** by way of Infrastructure Tax, GST and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by **the BUILDERS**) up to the date of handing over the possession of the said premises.
10. The Total Price is escalation-free, save and except escalations/increases due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/taxes which may be levied or imposed by the competent authority, Local Bodies/Government from time to time. **The BUILDERS** undertakes and agrees that while raising a demand on **the PROSPECTIVE HOLDERS** for increase in development charges, cost, or levies imposed by the competent authorities etc., **the BUILDERS** shall enclose the said Notification/Order/Rule/Regulation published/issued in that behalf to

that effect along with the demand letter being issued to **the PROSPECTIVE HOLDERS**, which shall only be applicable on subsequent payments.

11. The total price consideration mentioned hereinabove, shall be payable by **the PROSPECTIVE HOLDERS** only to **the BUILDERS** by way of crossed account payee cheque or Banker's demand draft or pay order, payable at Margao, Goa, in the manner stipulated in the Payment Plan. However, in the sole discretion and subject to the restriction put by any law in force, **the BUILDERS** may receive any amount in cash from **the PROSPECTIVE HOLDERS**.
12. **The BUILDERS** may allow, in its sole discretion, a rebate for early payments of equal instalments payable by **the PROSPECTIVE HOLDERS** on such terms and conditions as mutually agreed. The provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to **the PROSPECTIVE HOLDERS** by **the BUILDERS**.
13. **The PROSPECTIVE HOLDERS** authorizes **the BUILDERS** to adjust/appropriate all payments made by **the PROSPECTIVE HOLDERS** under any head(s) of dues against lawful outstanding, if any, in the name of **the PROSPECTIVE HOLDERS** as **the BUILDERS** may in its sole discretion deem fit and **the PROSPECTIVE HOLDERS** undertake not to object/demand/direct **the BUILDERS** to adjust the payments in any manner.
14. No amount paid by the Cheque or Demand Draft or Pay Order or Bank Transfer, shall be deemed to have been received by **the BUILDERS**, until the value thereof is realised in the Bank Account of **the BUILDERS**.
15. It shall be obligatory upon **the BUILDERS** to construct the said premises, so to be purchased by **the PROSPECTIVE HOLDERS**, as per the specifications contained in the **SCHEDULE-V** hereto and as per the layout shown in red colour lines in the **PLAN-I** annexed hereto and **the BUILDERS** hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of approving the plans or thereafter and shall, before handing over possession of the said premises to **the PROSPECTIVE HOLDERS**, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the said premises. It is clarified by **the BUILDERS** to **the PROSPECTIVE HOLDERS** that the dimensions as mentioned in the approved plans, brochure of the Project and in the plan annexed hereto are without considering the carpet area to be covered by the plaster of internal walls and plaster on internal side of external walls; consequently, there is likely to be reduction in the carpet area depending upon the thickness of plaster of the walls; and **the PROSPECTIVE HOLDERS** agree to such clarification.
16. The common areas and amenities in the Project to be provided by **the BUILDERS** are as stated in the **SCHEDULE-V** hereto.

Compliance of obligations under FEMA:

17. If the **PROSPECTIVE HOLDERS** are not Indian Citizens, but are Indian Citizens Residents Outside India or Persons of Indian Origin but had earlier held Indian passport, then all the payment under this Agreement must be made either by remittance of funds from abroad through normal banking channels or out of NRE/NRO/FCNR account and further the **PROSPECTIVE HOLDERS** shall also comply with all the requirements of the Foreign Exchange Management Act, 1999, and the Rules and Regulations made there under.

Essence of contract:

18. Time is essence for the **PROSPECTIVE HOLDERS** as well as the **BUILDERS**. The **PROSPECTIVE HOLDERS** shall make timely payments of the instalments and other dues payable by the **PROSPECTIVE HOLDERS** and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the **BUILDERS** as provided in the Payment Plan.

19. The parties do hereby agree that time for payment of the instalments herein fixed is the essence of this contract and that delay of more than 15 (fifteen) days in payment of any such instalments or part thereof shall be deemed to be the reasonable time and cause for the **BUILDERS** to terminate this agreement. In that regard, it is agreed between the parties hereto that, in case of such delay, the **BUILDERS** shall have absolute right and discretion to accept payment of any instalments or part thereof beyond the prescribed time, but such acceptance of delayed payment shall not be deemed to be the waiver of the right of termination of the Agreement by the **BUILDERS** and that it shall not affect the right of the **BUILDERS** to terminate this Agreement on that count or for that delay, in the future. It is hereby clarified that such acceptance of delayed payment shall not in any way be construed as deviation from this agreement and shall not in any way, change or alter the time for the payment of further instalments herein specified.

Raising of Demand, payment thereof, delays and termination

20. The **BUILDERS** shall issue Demand Notice to the **PROSPECTIVE HOLDERS** for each of the instalments, demanding payment of the instalment relating to completion of concerned stage of construction, as per the Payment Plan.

21. Delay in making payment of the instalments fixed herein may hamper the progress of construction of the said premises as well as the Project and the **BUILDERS** shall not be held responsible for delay in completion of the stages of construction and consequent delay in total completion and delivery of the said premises to the **PROSPECTIVE HOLDERS** within the time prescribed herein. It is clarified that such delay if any in completion of stages of construction or delay in total completion or delay in delivery/possession may not be equal to or in proportion to the number of days of delay in making payment of instalment/s.

22. The parties do hereby agree that time for payment of the instalments herein fixed is the essence of this contract and in case the demanded instalment is not paid in full by the **PROSPECTIVE HOLDERS** within the period mentioned in the Demand Notice so issued by the **BUILDERS**, same shall be deemed to be the

reasonable time and cause for **the BUILDERS** to terminate this agreement. In that regard, it is agreed between the parties hereto that, in case of such delay, **the BUILDERS** shall have absolute right and discretion to accept payment of any instalments or part thereof beyond the prescribed time along with interest as specified in the Rules (i.e. State Bank of India highest Marginal Cost of Lending Rate plus Two Percent) on such delayed instalments, but such acceptance of delayed payment shall not be deemed to be the waiver of the right of termination of the Agreement by **the BUILDERS** and that it shall not affect the right of **the BUILDERS** to terminate this Agreement on that count or for that delay, in the future. It is hereby clarified that such acceptance of delayed payment shall not in any way be construed as deviation from this agreement and shall not in any way, change or alter the time for the payment of further instalments herein specified.

23. Without prejudice to the right of **the BUILDERS** to charge interest as mentioned hereinabove on **the PROSPECTIVE HOLDERS** committing default in payment on due date of any amount due and payable by **the PROSPECTIVE HOLDERS** to **the BUILDERS** under this Agreement (including proportionate share of taxes levied by concerned local authority and other outgoings) and on **the PROSPECTIVE HOLDERS** committing defaults of payment of instalments, **the BUILDERS** shall at its own option, may terminate this Agreement.
24. **The BUILDERS** shall give notice of 15 (fifteen) days in writing to **the PROSPECTIVE HOLDERS**, by Registered Post AD at the address provided by **the PROSPECTIVE HOLDERS** and mail at the e-mail address provided by **the PROSPECTIVE HOLDERS**, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If **the PROSPECTIVE HOLDERS** fail to rectify the breach or breaches mentioned by **the BUILDERS** within the period of notice then at the end of such notice period, **the BUILDERS** shall be entitled to terminate this Agreement.
25. Upon termination of this Agreement as aforesaid, **the BUILDERS** shall refund to **the PROSPECTIVE HOLDERS** (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to **the BUILDERS**) within a period of 60 (sixty) days of the termination or upon finding another buyer/ prospective purchaser for the said premises and upon receiving money from such new buyer/prospective purchaser sufficient to make return to **the PROSPECTIVE HOLDERS**, whichever is later, the instalments of sale consideration of the said premises which may till then have been paid by **the PROSPECTIVE HOLDERS** to **the BUILDERS** except the amount of Goods and Services Tax, other Taxes and levies, stamp duty and registration charges, and further sum of **Rs.50,000/-** (Rupees Fifty Thousand Only) to be appropriated by **the BUILDERS** towards liquidated administrative expenses, and **the BUILDERS** shall not be liable to pay to **the PROSPECTIVE HOLDERS** any interest on the amount so refunded and further, **the BUILDERS** shall be at liberty to dispose of and sell the said premises to such other person and at such price as **the BUILDERS** may, in its absolute discretion, think fit and proper.

26. It is specifically agreed that such refund shall be collected by **the PROSPECTIVE HOLDERS** from the Head Office of **the BUILDERS** by giving to **the BUILDERS**, at least, 48 hours prior intimation of arrival of **the PROSPECTIVE HOLDERS** to collect such refund. Such refund shall be made by Cheque payable at Margao, Goa.
27. Failure of **the PROSPECTIVE HOLDERS** to collect the amount of refund when called by **the BUILDERS** shall not vitiate the termination of this Agreement or such notice of termination.
28. In the event **the PROSPECTIVE HOLDERS** have obtained any loan on the said premises or have created any encumbrance thereon, **the BUILDERS** shall be entitle to pay directly to the concerned bank/financial institution, all or part of the amounts to be refunded to **the PROSPECTIVE HOLDERS**, so as to release the said premises from the loan liability and/or encumbrance, and the same shall be deemed to be the refund made by **the BUILDERS** to **the PROSPECTIVE HOLDERS**.
29. At the time of collecting such refund, the parties hereto shall sign, execute and register necessary Deed of Cancellation in that regard, if found necessary.

Alteration in the layout of the said premises or the Project or changes in the specifications and plans:

30. **The BUILDERS** are entitled to alter the plans of construction of the said premises as well as of the Project and the specifications and the amenities, as per the requirement of the Architect or Engineer or the concerned authorities or as may be necessitated during the development of the Project. However, **the BUILDERS** shall have to obtain prior consent in writing of **the PROSPECTIVE HOLDERS** only in case such alterations, variations or modifications results in adversely affecting the said premises, except any alteration or addition required by any Government authorities or due to change in law. Accordingly, **the PROSPECTIVE HOLDERS** do hereby irrevocably and unconditionally grant their no objection and consent for alteration and variation of the plans of construction of said premises, the Project and the specifications and amenities.
31. **The PROSPECTIVE HOLDERS** shall not modify/alter the interior and/or exterior of the said premises without obtaining written permission from **the BUILDERS** and/or concerned authorities and/or the Society if formed and registered for the purpose of repairs and maintenance of the buildings and common amenities provided in the Project. It is clarified that **the BUILDERS** shall not be responsible in any manner in the event **the PROSPECTIVE HOLDERS** modifies/alters the said premises without obtaining written permission from **the BUILDERS**, as stated hereinabove.

Floor Space Index:

32. **The BUILDERS** hereby declare that the Floor Area available as on date in respect of the Project Land is 1,330 square meters only and **the BUILDERS** have

planned to utilize Floor area of 1,323.36 square meters by availing of TDR or FAR available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the Project. **The BUILDERS** have disclosed the Floor Space Index of 99.50% as proposed to be utilized by it on the Project Land in the Project and **the PROSPECTIVE HOLDERS** have agreed to purchase the said premises based on the proposed construction and sale of premises to be carried out by **the BUILDERS** by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to **the BUILDERS** only.

Inspection of the said premises and documents:

33. It shall be the obligation of **the PROSPECTIVE HOLDERS** to inspect or to get inspected by a technically qualified person, the construction of the said premises at every stage, so that objections, if any, regarding defect/s in such construction or execution of any item/s of construction be raised by **the PROSPECTIVE HOLDERS** or their authorised representative, in writing, while such work is in progress or within one week from date of execution of such item/s. If no such objections are given within such period, then it shall be deemed that execution of concerned item of work has been done with the full consent and concurrence of **the PROSPECTIVE HOLDERS**.
34. **The PROSPECTIVE HOLDERS** acknowledge having received from **the BUILDERS**, by way of a soft copy containing scanned documents of (a) the Title Search Report in respect of the Project Land along with all the documents listed in such report, and (b) all the approvals, permissions, licences and RERA Registration Certificate granted by various authorities along with approved site plan of the Project and approved floor plan of the said premises.
35. **The PROSPECTIVE HOLDERS** hereby agree and declare that **the PROSPECTIVE HOLDERS** have inspected all the title documents of **the BUILDERS** pertaining to the Project Land, and also all the approvals, permissions, licences etc., obtained for the development/ construction in the Project Land including the plans approved there under and that **the PROSPECTIVE HOLDERS** hereby declare that they are fully satisfied about the title of **the BUILDERS** regarding the Project Land as being free of all encumbrances; about the authority of **the BUILDERS** to execute this Agreement and about the legality of the construction of the said premises and of the Project in which the same shall situate.

Completion and delivery:

36. Time is essence for **the BUILDERS** as well as **the PROSPECTIVE HOLDERS**. **The BUILDERS** shall abide by the time scheme for completing the Project and handing over possession of the said premises to **the PROSPECTIVE HOLDERS** and the common areas, after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be.

37. Subject to the conditions of timely payment of instalments of the price consideration and other payments to be made by **the PROSPECTIVE HOLDERS** to **the BUILDERS** as stipulated herein, **the BUILDERS** shall, upon its due completion, tender delivery of the said premises to **the PROSPECTIVE HOLDERS** on or before _____; and shall also execute and/or cause to execute a document of transfer in respect of the said premises along with undivided share in the Project Land proportionate to the area of the said premises and along with undivided share in all common areas and amenities, unto and in favour of **the PROSPECTIVE HOLDERS**.
38. If **the BUILDERS** fails or neglects to give possession of the said premises to **the PROSPECTIVE HOLDERS** on account of reasons beyond its control and of its agents by the aforesaid date, then **the BUILDERS** shall be liable on demand, to refund to **the PROSPECTIVE HOLDERS**, the amounts already received it in respect of the said premises along with interest as specified in the Rules (i.e. State Bank of India highest Marginal Cost of Lending Rate plus Two Percent), from the date **the BUILDERS** received the sum till the date the amounts and interest thereon is repaid.
39. **The BUILDERS** shall be entitled to reasonable extension of time for giving delivery of the said premises on the aforesaid date, if the completion of the same is delayed on account of:
- War , civil commotion or act of God;
 - Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
40. **The BUILDERS** shall not incur any liability if it is unable to complete the said premises and/or deliver possession of the said premises to **the PROSPECTIVE HOLDERS** within the period stipulated herein, if the completion of the same is delayed by reason of pandemic or epidemic or lockdown or non-availability of steel and/or cement or other building materials or for any other reason or unforeseen circumstances beyond the control of **the BUILDERS**. In any of the aforesaid events, **the BUILDERS** shall be entitled to reasonable extension of time for delivery of the said premises as may be certified by the Architect or agreed mutually between the parties hereto.
41. **The BUILDERS** shall not be responsible in any manner for delay in tendering possession of the said premises to **the PROSPECTIVE HOLDERS** on account of withholding and/or delay in issuing Completion Certificate and/or the Occupancy Certificate by the concerned authorities.
42. Similarly, **the BUILDERS** shall not be responsible in any manner for delay in tendering possession of the said premises to **the PROSPECTIVE HOLDERS** on account of delay by the concerned government departments in releasing water and/or electricity supply, although the Infrastructure Tax is collected by the competent authorities, which is meant to provide infrastructure like water, electricity, sewerage etc.

43. If the **BUILDERS** fails to abide by the time schedule for completing the said premises and handing over the said premises to the **PROSPECTIVE HOLDERS**, the **BUILDERS** agrees to pay to the **PROSPECTIVE HOLDERS**, who does not intend to withdraw from the Project, interest as specified in the Rules (i.e. State Bank of India highest Marginal Cost of Lending Rate plus Two Percent), on all the amounts paid by the **PROSPECTIVE HOLDERS**, for every month of delay, till the handing over of the possession. The **PROSPECTIVE HOLDERS** agrees to pay to the **BUILDERS**, interest as specified in the Rules, on all the delayed payment which become due and payable by the **PROSPECTIVE HOLDERS** to the **BUILDERS** under the terms of this Agreement from the date the said amount is payable by the **PROSPECTIVE HOLDERS** to the **BUILDERS**.

Procedure for handing over and taking over possession

44. Both or any one of the members of the **PROSPECTIVE HOLDERS** are entitled to take possession of the said premises from the **BUILDERS** and to sign all concerned papers in that regard and to collect keys of the said premises.

45. The **BUILDERS**, upon obtaining the occupancy certificate from the competent authority and upon receiving all the payments from the **PROSPECTIVE HOLDERS** as per this Agreement, shall offer in writing the possession of the said premises, to the **PROSPECTIVE HOLDERS** in terms of this Agreement to be taken within 01 (one) month from the date of issue of such notice and the **BUILDERS** shall give possession of the said premises to the **PROSPECTIVE HOLDERS**. The **BUILDERS** agree and undertake to indemnify the **PROSPECTIVE HOLDERS** in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the **BUILDERS**. The **PROSPECTIVE HOLDERS** agree to pay the maintenance charges as determined by the **BUILDERS** or association of purchasers, as the case may be. The **BUILDERS** on its behalf shall offer the possession of the said premises to the **PROSPECTIVE HOLDERS** in writing within 07 (seven) days of receiving the occupancy certificate for the premises.

46. The **PROSPECTIVE HOLDERS** shall take possession of the said premises within 15 (fifteen) days of the written notice from the **BUILDERS** to the **PROSPECTIVE HOLDERS** intimating that the said premises is ready for use and occupancy, by paying all the amounts and by executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the **BUILDERS** shall give possession of the said premises to the **PROSPECTIVE HOLDERS**.

47. Non-release of electricity power and/or water by the concerned government departments to the said premises and/or to the Project wherein the said premises is situated shall not be the reason or ground for the **PROSPECTIVE HOLDERS**, not to take or delaying in taking possession of the said premises.

48. At the time of taking delivery of the said premises, the **PROSPECTIVE HOLDERS** shall thoroughly inspect or get inspected the said premises for the

quality of construction and for defects, if any, and get the same cured before taking delivery of the said premises. After the delivery of the said premises is taken over by **the PROSPECTIVE HOLDERS** from **the BUILDERS**, the **PROSPECTIVE HOLDERS** shall be forbidden from raising any claim against **the BUILDERS** of whatsoever nature.

49. At the time of taking delivery of the said premises from **the BUILDERS**, the **PROSPECTIVE HOLDERS** shall sign and execute the following: -

- (a) Letter of Possession, based on the standard format of **the BUILDERS**;
- (b) Bye-Laws, declaration, resolution and other forms regarding formation of Society, including membership forms.
- (c) Transfer form for House-tax transfer, application, undertaking, affidavit etc., in that regard;
- (d) Transfer form for Electricity connection provided to the said premises, application, undertaking, affidavit, etc., in that regard;

Failure to take possession of the said premises:

50. In case **the PROSPECTIVE HOLDERS** fails to take possession of the said premises within the time mentioned hereinabove, **the PROSPECTIVE HOLDERS** shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the Project and other common areas and amenities if any provided therein.

51. In the event of failure on the part of **the PROSPECTIVE HOLDERS** to take possession of the said premises within the stipulated period as mentioned hereinabove, **the BUILDERS** are entitled to claim from **the PROSPECTIVE HOLDERS**, Holding Charges, at the rate of **Rs.100/-** (Rupees One Hundred Only) per square meter built-up area of the said premises, per month. This is essence of this Agreement.

52. Irrespective of whether **the PROSPECTIVE HOLDERS** have taken possession of the said premises or not, **the PROSPECTIVE HOLDERS** shall be liable to pay or to reimburse to **the BUILDERS**, the house-tax from the date of its first levy, electricity charges and water charges from the date of its connection, in respect of the said premises.

Final conveyance:

53. Upon receiving the entire price consideration fixed herein and after receiving all other amounts as specified under this Agreement, **the BUILDERS** shall transfer the said premises along with undivided share in the Project Land and also along with undivided share in common areas and amenities in favour of **the PROSPECTIVE HOLDERS** and/or in favour of one or more nominee/s of **the PROSPECTIVE HOLDERS**, by way of execution of Deed of Sale or any other appropriate indenture, at the costs and expenses of **the PROSPECTIVE HOLDERS**, including stamp duty and registration fee. Consequently, there shall

be no conveyance/transfer of the common areas and amenities in favour of the Society if any formed or to be formed to look after repairs and maintenance of the common areas and amenities.

54. In the event and for whatsoever reason if the Stamp Duty and/or the Registration Fee paid on this Agreement cannot be adjusted or given set off in such final Deed of Sale for whatsoever reason, **the PROSPECTIVE HOLDERS** shall bear and pay the entire Stamp Duty and Registration Fee for such Deed of Sale.
55. It shall be the responsibility of **the PROSPECTIVE HOLDERS** to get the house-tax and electricity connection in respect of the said premises transferred in the name of **the PROSPECTIVE HOLDERS**, at the costs and expense of **the PROSPECTIVE HOLDERS**, including payment of transfer fee, charges and security deposits if any to be made to the concerned departments for such purposes. **The PROSPECTIVE HOLDERS** shall execute in favour of the representatives of **the BUILDERS** a suitable instrument of Power of Attorney granting powers to get the house-tax and electricity connection records and water connection records (if separate water connection is provided) in respect of the said premises transferred in the name of **the PROSPECTIVE HOLDERS**.

Defects Liability Period

56. If within a period of five years from the date of the first Occupancy Certificate issued by the local body to the Project or to the part of the Project, **the PROSPECTIVE HOLDERS** brings to the notice of **the BUILDERS** any structural defect in the said premises or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by **the BUILDERS** at its own cost and in case it is not possible to rectify such defects, then **the PROSPECTIVE HOLDERS** shall be entitled to receive from **the BUILDERS**, compensation for such defect in the manner as provided under the Act. In case **the PROSPECTIVE HOLDERS** carry out any work within the said premises after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining structures, then in such an event, **the BUILDERS** shall not be liable to rectify or pay compensation. But **the BUILDERS** may offer its services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. shall not be considered as defective work.
57. If cracks are developed in the construction works of the said premises due to the effects of atmospheric humidity, temperature variations, chemical reactions, etc., which are enhanced in the event the said premises is not put to use and occupation, normal wear and tear, improper preventive maintenance by **the PROSPECTIVE HOLDERS** in the said premises, internal works in the said premises and/or adjoining structures including drilling/ hammering and the like; shall not be treated as defects in the work or defective work.
58. **The BUILDERS** shall not be responsible for shade variations in the wall painting, floor tiles, glazed tiles or stone materials like marble and granite, sanitary fittings, which may occur due to natural aging of paints/colour;

59. **The BUILDERS** shall also not be responsible for minor size variations in the floor tiles, within the manufacturing tolerance limits;
60. **The BUILDERS** shall also not be responsible for any problems occurring on account of expansion or contraction in the wood or other material which is subject to such expansion or contraction due to climatic changes, natural humidity in the atmosphere, natural wear and tear, coming in contact with water, and the like.
61. **The BUILDERS** shall also not be responsible for any problems occurring in the said premises on account of repairs/modification/alteration works in the adjoining premises in the building wherein the said premises is situated. Similarly, **the PROSPECTIVE HOLDES** shall alone be responsible if **the PROSPECTIVE HOLDERS** carries out any repairs/modification/ alteration works in the said premises and due to which damages occurs in the adjoining premises.
62. Save as provided herein above, once **the PROSPECTIVE HOLDERS** take the delivery/possession of the said premises, **the PROSPECTIVE HOLDERS** shall have no right to claim from or against **the BUILDERS**, anything in relation to any item of the work executed by **the BUILDERS** in the said premises or relating to the said premises itself, either on the allegation that such work or the said premises is not completed or defective.
63. After the possession of the said premises is handed over to **the PROSPECTIVE HOLDERS**, and if any additions or alterations done by **the PROSPECTIVE HOLDERS** in or about or relating to the said premises and rectification or restoration is required to be carried out by the order of the Government, Municipal Council or any other Statutory Authority, same shall be carried out by **the PROSPECTIVE HOLDERS** at the own cost of **the PROSPECTIVE HOLDERS**, and **the BUILDERS** and/or the Society shall not be in any manner liable or responsible for the same. Provided that any such additions or alterations shall not be done unless a prior permission for the same is obtained from the concerned authorities, **the BUILDERS** and the Society.

Formation of Co-operative Housing Maintenance Society and maintenance of the common amenities by the BUILDERS:

64. The parties covenant that in case of formation of a Society for the purpose of maintenance, repairs and for rendering any other service in respect of common areas and amenities if any provided in the Project, then **the PROSPECTIVE HOLDERS** shall be bound to be the member/s thereof on payment of such fees and charges as may be fixed by the Society for the purposes of maintenance or repairs and service.
65. The Society for looking after repairs and maintenance of the Project shall be formed in terms of the procedures laid under the relevant statute governing such Society and in accordance with the rules, regulations, notifications and procedures as may be prescribed from time to time by the competent authorities under such relevant statute.

66. **The PROSPECTIVE HOLDERS** along with other purchasers/holders of premises in the Project shall join in forming and registering the Society to be known by such name as **the BUILDERS** may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to **the BUILDERS** at the time of taking possession of the said premises from the Society of purchasers/holders. No objection shall be taken by **the PROSPECTIVE HOLDERS**, if any changes or modifications are made in the draft/standard byelaws, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
67. Within a period of 15 (fifteen) days after notice in writing is given by **the BUILDERS** to the **PROSPECTIVE HOLDERS** that the said premises is ready for use and occupancy, the **PROSPECTIVE HOLDERS** shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said premises) of outgoings in respect of the Project Land, namely, local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and the Project.
68. Until the Society is formed and the maintenance of the common areas and amenities in the Project land is transferred to it, **the PROSPECTIVE HOLDERS** shall pay to **the BUILDERS**, such proportionate share of outgoings as may be determined by **the BUILDERS**.
69. **The PROSPECTIVE HOLDERS** agrees that till **the PROSPECTIVE HOLDER's** share is so determined, **the PROSPECTIVE HOLDERS** shall keep advance or deposit with **the BUILDERS**, as mentioned hereinafter, towards outgoings, which amount shall be known as a 'common fund'.
70. **The PROSPECTIVE HOLDERS** undertakes to pay such advance/deposit in the common fund and such other proportionate share of in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by **the PROSPECTIVE HOLDERS** shall be regarded as the default on the part of **the PROSPECTIVE HOLDERS** and shall entitle **the BUILDERS** to charge interest on the dues at the same rate as specified in the Rules.
71. Utilizing such advances or deposits paid by **the PROSPECTIVE HOLDERS** and other purchasers of premises in the Project, in the common fund, **the BUILDERS** shall look after the maintenance of common areas and amenities if any provided in the Project and meet the outgoings as mentioned above, till **the BUILDERS** intimates in writing to the Managing Committee of the Society, requiring such Managing Committee to take over the charge of maintenance of common amenities, common areas and common outgoings in the Project. From

the date of receipt or refusal or disclaimer of such intimation as mentioned above, it shall be the responsibility of the Society or the purchasers of the premises, to look after and maintain the common areas and amenities, by themselves, including payment of common expenses.

72. It is agreed between the parties hereto that **the BUILDERS** shall have right to charge 20% management fee on the actual expenses incurred as mentioned hereinabove till taking over of the charge of maintenance by the Society. It is also agreed that if any taxes are applicable on the management fee, the same shall be deducted from the deposit amount of the fund and the balance amount from total collection will be refunded to the Society on receipt of appropriate resolution from the Society.
73. If the aforesaid amount so paid by **the PROSPECTIVE HOLDERS** and other purchasers of the premises in the Project in the common fund is exhausted before the handover of the maintenance of the project to the Society **the PROSPECTIVE HOLDERS** as also other purchasers of the premises in the Project shall be liable to pay to **the BUILDERS** additional sum towards actual expenses involved in maintenance and provision of common amenities to the Project, as may be demanded by **the BUILDERS**.
74. **The BUILDERS** shall maintain a separate ledger account in its Books of Accounts in respect of common fund received by **the BUILDERS** from **the PROSPECTIVE HOLDERS** and other purchasers of the premises in the Project, as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
75. At the time of taking over of the maintenance of the common areas and amenities by the Society from **the BUILDERS**, the amounts remaining in balance if any in such separate account shall be paid to the Society. In the event if it is found that the expenses are in excess of the amounts collected, then the Society shall reimburse to **the BUILDERS**, such excess spent by **the BUILDERS**.
76. **The PROSPECTIVE HOLDERS** and/or the other purchasers shall have no authority to seek any clarification and/or demand reverse of any entries in such accounts maintained by **the BUILDERS**, it being understood that the expenses incurred by **the BUILDERS** is only and exclusively towards the maintenance as stated hereinabove.
77. It is clarified that, there shall be no contribution from **the BUILDERS** towards the fund for repairs, maintenance and any other charges and fees in respect of the premises remaining unsold. **The BUILDERS** are not required to obtain any NOC from the Society for sale of such unsold premises and are not required to make any payments towards Transfer Fee or Premium on Transfer etc.

Other amounts payable under this Agreement

78. **The PROSPECTIVE HOLDERS** hereby agree and undertake to pay to **the BUILDERS**, before taking possession of the said premises or on demand, the following amounts:-

- (a) Rs._____/ - (Rupees _____ Only) towards Goods and Service Tax @ _____% on the cost of the said premises;
- (b) Rs._____/ - (Rupees _____ Only) towards society formation charges and advance or deposit for maintenance & repairs of common areas and amenities, as stated above;
- (c) Rs._____/ - (Rupees _____ Only) towards Goods and Service Tax on (b) above, calculated @ _____% thereon;
- (d) Rs._____/ - (Rupees _____ Only) towards Society membership and share capital contribution;
- (e) Rs._____/ - (Rupees _____ Only) towards Goods and Service Tax on (d) above, calculated @ _____% thereon;
- (f) Rs._____/ - (Rupees _____ Only) lump sum towards providing electrical connection to the Project as per the Regulations of Joint Electricity Regulatory Commission, as may be notified from time to time;
- (g) Rs._____/ - (Rupees _____ Only) towards Goods and Service Tax on (f) above, calculated @ _____% thereon;
- (h) Rs._____/ - (Rupees _____ Only) towards reimbursement of Infrastructure Tax paid to the Government, calculated @ Rs._____/ - per square meter carpet area of the said premises;
- (i) Rs._____/ - (Rupees _____ Only) towards Legal Expenses for preparing this Agreement and any other documents to be executed between the parties and/or the Society which shall be prepared by the Advocate of **the BUILDERS**;
- (j) Rs._____/ - (Rupees _____ Only) towards Goods and Service Tax on (i) above, calculated @ _____% thereon.

79. **The PROSPECTIVE HOLDERS** shall also bear and pay the following, in respect of the said premises :-

- (a) Sewerage connection charges, as may be demanded by the competent authorities;
- (b) Electricity charges as per the bills raised by the Electricity Department in respect of the said premises from the date of connection, although such connection is not transferred in the name of **the PROSPECTIVE HOLDERS**;
- (c) House-Tax from the date of its first levy, although the tax records are not transferred in the name of **the PROSPECTIVE HOLDERS**;

- (d) Any expenditure to be incurred on account of any taxes levied or to be levied by the government/quasi government/any competent authority;
- (e) Any other rates, levies, taxes and cess, including VAT and GST etc.;
- (f) Any increase or introduction of new rates, taxes and levies ;
- (g) All the expenditure incurred or to be incurred including stamp duty and registration charges etc., for the execution of this Agreement or for the execution of any other documents or finalising the final Deed of Transfer by virtue of this Agreement.

Assignment/transfer and user of the said premises

80. **The PROSPECTIVE HOLDERS** shall have no right to transfer/assign or sell the rights and interests created by virtue of this Agreement unless the same is duly consented, in writing, by **the BUILDERS**, and, in case such transfer is required to be made after formation and registration of the Society, **the PROSPECTIVE HOLDERS** shall obtain consent from the such Society in addition to obtaining consent from **the BUILDERS**. Such consent from **the BUILDERS** shall not be necessary after executing the required Conveyance Deed in favour of **the PROSPECTIVE HOLDERS** in respect of the said premises. However, the new buyer shall supply to **the BUILDERS**, authentic copy of the indenture executed between **the PROSPECTIVE HOLDERS** and the new buyer along with authentic copy of the NOC obtained from the Society for such transfer, in order to record the name of such new buyer in the records of **the BUILDERS**, since **the BUILDERS** are looking after the maintenance of common amenities for certain period as stated above. **The BUILDERS** are entitled to collect charges from **the PROSPECTIVE HOLDERS** for issuance of such NOC towards its administrative expenses.

81. **The PROSPECTIVE HOLDERS** shall use the said premises for residential purpose only. Change in user shall be subject to **the PROSPECTIVE HOLDERS** obtaining, at their own cost and expenses, the requisite permission/s from the said Society, **the BUILDERS** and the authorities concerned.

Exclusive open terrace:

82. The residential premises which are having exclusive open terrace shall not be construed as a 'common terrace/area' since access to such exclusive open terrace is through and from within the concerned residential premises only and not through the common staircase. As such, purchasers of other premises shall not have any access to such exclusive open terrace and shall have no right to claim the same as a common area.

83. The purchasers of premises which are having such exclusive open terrace and/or balcony shall not construct or erect any type of structure over the same without first obtaining written permission from the concerned authorities, at their own costs and expenses.

Representations and Warranties of the BUILDER:

84. **The BUILDERS** hereby represent and warrant to **the PROSPECTIVE HOLDERS**, as follows:–

- (a) **The BUILDERS** have clear and marketable title with respect to the Project Land; as declared in the title report and have the requisite rights to carry out development upon the Project Land and also have actual, physical and legal possession of the Project Land for the implementation of the Project;
- (b) **The BUILDERS** have lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- (c) There are no encumbrances upon the Project Land or the Project except those disclosed in the title report;
- (d) There are no litigations pending before any Court of law with respect to the Project Land or Project except those disclosed in the title report;
- (e) All approvals, licenses and permits issued by the competent authorities with respect to the Project Land and said premises are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and said premises shall be obtained by following due process of law and **the BUILDERS** have been and shall, at all times, remain to be in compliance with all laws in relation to the Project, Project Land, said premises and common areas;
- (f) **The BUILDERS** have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of **the PROSPECTIVE HOLDERS** created herein, may prejudicially be affected;
- (g) **The BUILDERS** have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project Land, including the Project and the said premises, which will, in any manner, affect the rights of **the PROSPECTIVE HOLDERS** under this Agreement;
- (h) **The BUILDERS** confirms that **the BUILDERS** are not restricted in any manner whatsoever from selling the said premises to **the PROSPECTIVE HOLDERS** in the manner contemplated in this Agreement;
- (i) Upon formation of the Society and upon electing the Managing Committee of such Society, **the BUILDERS** shall handover lawful, vacant, peaceful, physical possession of the common areas of the Project Land to the Society;
- (j) **The BUILDERS** have duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings,

whatsoever, payable with respect to the said Project to the competent authorities;

- (k) No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) has been received or served upon **the BUILDERS** in respect of the Project Land and/or the Project except those disclosed in the title report.

Covenants by the PROSPECTIVE HOLDERS:

85. **The PROSPECTIVE HOLDERS** with intention to bring all persons into whosoever hands the said premises may come, hereby covenants with **the BUILDERS** as follows:—

- (a) To maintain the said premises at the own cost of **the PROSPECTIVE HOLDERS** in good and tenantable repair and condition from the date the possession of the said premises is taken and shall not do or suffer to be done anything in or to the said premises which may be against the rules, regulations or byelaws or change/alter or make addition in or to the said premises or any part thereof without the consent of the local authorities, if required;
- (b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said premises or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the said premises, common areas or any other structure and in case any damage is caused to the said premises on account of negligence or default of **the PROSPECTIVE HOLDERS** in this behalf, **the PROSPECTIVE HOLDERS** shall be liable for the consequences of the breach;
- (c) To carry out at the own cost of **the PROSPECTIVE HOLDERS**, all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered by **the BUILDERS** to **the PROSPECTIVE HOLDERS** and shall not do or suffer to be done anything in or to the said premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of **the PROSPECTIVE HOLDERS** committing any act in contravention of the above provision, **the PROSPECTIVE HOLDERS** shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- (d) Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said premises and shall keep the portion, sewers, drains and pipes in the said premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said

premises and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said premises without the prior written permission of **the BUILDERS** and/or the Society;

- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the said premises or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the Project Land;
- (g) Pay to **the BUILDERS** within 15 (fifteen) days of demand by **the BUILDERS**, their share of security deposit any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the said premises;
- (h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said premises by **the PROSPECTIVE HOLDERS** for any purposes other than for purpose for which it is sold;
- (i) **The PROSPECTIVE HOLDERS** shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said premises until all the dues payable by **the PROSPECTIVE HOLDERS** to **the BUILDERS** under this Agreement are fully paid up and unless necessary permission is obtained from **the BUILDERS** and the Society, as the case may be;
- (j) **The PROSPECTIVE HOLDERS** shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the common areas and amenities in the Project and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. **The PROSPECTIVE HOLDERS** shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said premises and other common amenities and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

Service of notice:

86. Any intimation, by way of notice or otherwise, to be given to **the PROSPECTIVE HOLDERS** by **the BUILDER**, shall be deemed to be served

on the **PROSPECTIVE HOLDERS**, if the same is sent through Registered Post A. D. or Courier Service or E-Mail or Hand Delivered, at the address hereinabove first written. It is clarified that 'date of receipt of notice' shall mean a period of 03 (three) days from the date of posting of the notice. If hand delivered or sent by Email same is deemed to have been served on the very day of hand delivering or sending the Email.

87. That in case there are Joint Holders, all communications shall be sent by **the BUILDERS** to the holders whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the members of the **PROSPECTIVE HOLDERS**.

88. It shall be the duty of **the PROSPECTIVE HOLDERS** and **the BUILDERS** to inform each other in writing, of any change in address, email ID and Mobile phone number subsequent to the execution of this Agreement, failing which all communications and letters posted at the above address shall be deemed to have been received by **the BUILDERS** and **the PROSPECTIVE HOLDERS**, as the case may be.

Binding Effect:

89. Forwarding this Agreement to **the PROSPECTIVE HOLDERS** by **the BUILDERS** does not create a binding obligation on the part of **the BUILDERS** or **the PROSPECTIVE HOLDERS** until, firstly, **the PROSPECTIVE HOLDERS** signs and delivers this Agreement with all the schedules and annexure along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by **the PROSPECTIVE HOLDERS** and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by **the BUILDERS**. If **the PROSPECTIVE HOLDERS** fails to execute and deliver to **the BUILDERS** this Agreement within 30 (thirty) days from the date of its receipt by **the PROSPECTIVE HOLDERS** and/or appear before the Sub-Registrar for its registration as and when intimated by **the BUILDERS**, then **the BUILDERS** shall serve a notice to **the PROSPECTIVE HOLDERS** for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by **the PROSPECTIVE HOLDERS**, application of **the PROSPECTIVE HOLDERS** / Agreement shall be treated as cancelled and all sums deposited by **the PROSPECTIVE HOLDERS** in connection therewith including the booking amount shall be returned to **the PROSPECTIVE HOLDERS** without any interest or compensation whatsoever.

Entire Agreement:

90. This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the premises.

Right to Amend:

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

Applicability of provision of this Agreement:

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

Severability:

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

Method of calculation of proportionate share wherever referred to in the agreement:

94. Wherever in this Agreement it is stipulated that **the PROSPECTIVE HOLDERS** have to make any payment, in common with other holders of the premises in Project, the same shall be in proportion to the carpet area of the said premises to the total carpet area of all the premises in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective holders.

Further Assurances:

95. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

Place of Execution:

96. The execution of this Agreement shall be complete only upon its execution by **the BUILDERS** through its authorized signatory at the BUILDER's Office, or at some other place, which may be mutually agreed between **the BUILDERS** and **the PROSPECTIVE HOLDERS**, after the Agreement is duly executed by **the PROSPECTIVE HOLDERS** and **the BUILDERS** or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

97. **The PROSPECTIVE HOLDERS** and/or **the BUILDERS** shall present this Agreement as well as the conveyance/assignment at the proper registration office of registration within the time limit prescribed by the Registration Act and **the**

PROSPECTIVE HOLDERS and **the BUILDERS** shall attend such office and admit execution thereof.

Dispute Resolution:

98. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Real Estate Regulation Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

Governing Law:

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

Other conditions:

100. The contents of the recitals contained hereinabove and the ANNEXURE, SCHEDULES and PLANS, form an integral part of this agreement, as if the same are set out and incorporated herein, verbatim.
101. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or in the Project Land or any part thereof. **The PROSPECTIVE HOLDERS** shall have no claim save and except in respect of the said premises hereby agreed to be sold. All unsold or un-allotted inventory shall continue to remain the property of **the BUILDERS** until sold/allotted.
102. After **the BUILDERS** executes this Agreement it shall not mortgage or create a charge on the said premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of **the PROSPECTIVE HOLDERS** who have taken or agreed to take such premises.
103. **The BUILDERS** are entitled to amalgamate the lands adjoining to the Project Land for the purpose of its common development and **the PROSPECTIVE HOLDERS** do hereby irrevocably grant their consent and no-objection for the same.
104. In the event **the PROSPECTIVE HOLDERS** have obtained any loan from any financial institution/bank for purchase of the said premises or otherwise by creating mortgage over the said premises pursuant to the NOC issued by **the VENDOR**, **the PROSPECTIVE HOLDERS** do hereby give their consent to **the VENDOR** for collecting the original of this document from the concerned Sub-Registrar's office after its due registration and to hand over the same to the concerned financial institution/bank.

105. Possession/Delivery of the said premises is not handed over to **the PROSPECTIVE HOLDERS** under this Agreement, which shall be evidenced by way of executing separate appropriate document between the parties hereto.
106. Both the parties hereto shall specifically perform this agreement.

Market Value, Stamp Duty and Registration:

107. Market Value of the said premises and of the undivided share in the Project Land proportionate to the area of the said premises and also undivided share in all common areas and amenities, is also Rs._____/ - and stamp duty calculated at the rate of ____% thereon works out to Rs._____/ -. However, after rounding off the same, net Stamp Duty of **Rs._____/ -** is paid on this Agreement. The charges towards stamp duty and Registration of this Agreement shall be borne by **the PROSPECTIVE HOLDERS**.

SCHEDULE-I
(Description of the entire property)

All that land or property denominated “**MALUPORBULEM**” or “**MALUPORBOLEM**”, popularly known as “**MARLEM**”, situated at Borda in the city of Margao, within the limits of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South Goa in the State of Goa, which land, as a whole, is described in the Land Registration Office of Salcete Judicial Division under No. 550 of Book B No. 2 of New Series, enrolled in the Office of Salcete Taluka Revenue Office under Matriz No. 2842, surveyed for the purposes of City Survey of Margao under Chalta Nos. 1, 2 and 3 of P. T. Sheet No. 175, and bounded as follows:-

- East:- By the land bearing Chalta No. 30 of P. T. Sheet No. 154 of Margao City Survey which was earlier owned by heirs of Joaquim Rodrigues;
- West:- By land bearing Chalta Nos. 2, 3 & 4 of P. T. Sheet No. 176 of Margao City Survey, forming part of the hill, now owned by family of Mr. Karmali;
- North:- By the existing road and the lands bearing Chalta Nos. 43 & 44 of P. T. Sheet No. 154 of Margao City Survey, earlier owned by the heirs of Mariano Pereira, Minguel Francisco Noronha and Roque Clemente; and
- South:- By Chalta No. 28 of P. T. Sheet No. 175 earlier owned by the heirs of Joaquim Constancio Pinto and the existing tar road under Chalta Nos. 29 and 33 of P. T. Sheet No. 175 of Margao City Survey, beyond which lie the lands bearing Chalta Nos. 30, 34, 35 & 36 of P. T. Sheet No. 175 and Chalta No. 5 of P. T. Sheet No. 175, earlier owned by the heirs of Joaquim Constancio Pinto.

SCHEDULE-II
(Description of the Plot A-3)

All that land or property identified as Plot A-3, surveyed under Chalta No. 3 of P. T. Sheet No. 175, containing within it mundkarial houses separately surveyed under Chalta No. 56 and 57 of P. T. Sheet No. 154, Chalta Nos. 22 to 25 of P. T. Sheet No. 175 and a water well bearing Chalta No. 21 of P. T. Sheet No. 175 all of Margao City Survey, totally admeasuring 3,188 square meters; forming part of the bigger property denominated “**MALUPORBULEM**” or “**MALUPORBOLEM**”, popularly known as “**MARLEM**”, as described in **SCHEDULE-I** hereinabove, situated at Borda in the city of Margao, within the limits of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South Goa in the State of Goa. This Plot A-3 is bounded as follows:-

- East:- By the property bearing Chalta No. 30 of P. T. Sheet No. 154 of Margao City;
- West:- By Plot No. A-2 and 6.00 meters wide reserved road, both forming part of Chalta No. 2 of P. T. Sheet No. 175;
- North:- By the property bearing Chalta No. 44 of P. T. Sheet No. 154 of Margao City; and
- South:- By existing public road bearing Chalta No. 33 of P. T. Sheet No. 175 of Margao City.

SCHEDULE-III **(Description of the Project Land)**

All that land area admeasuring **1,330 square meters** forming part of the **Plot A-3** described in the **SCHEDULE-II** hereinabove written, now separately surveyed under new **Chalta No. 67 of P. T. Sheet No. 175** of Margao City Survey, being distinct and separated part of the entire property denominated “**MALUPORBULEM**” or “**MALUPORBOLEM**”, popularly known as “**MARLEM**”, as described in **SCHEDULE-I** hereinabove, situated at Marlem-Borda in the city of Margao, within the limits of Margao Municipal Council, Taluka and Sub-District of Salcete, District of South Goa in the State of Goa. This land area of 1,330 square meters is bounded as under:-

- East:- By strip of land forming part of the same Plot A-3 bearing Chalta No. 3 of P. T. Sheet No. 175 and by mundkarial house bearing Chalta No. 56 of P. T. Sheet No. 154;
- West:- By Plot No. A-2 and 6.00 meters wide reserved road, both forming part of Chalta No. 2 of P. T. Sheet No. 175;
- North:- By the property bearing Chalta No. 44 of P. T. Sheet No. 154 of Margao City; and by strip of land forming part of the same Plot A-3 bearing Chalta No. 3 of P. T. Sheet No. 175, beyond which lies the mundkarial plots under Chalta Nos. 56 and 57 of P.T. Sheet No. 154; and
- South:- By strip of land forming part of the same Plot A-3 bearing Chalta No. 3 of P. T. Sheet No. 175, beyond which lies the mundkarial plots under Chalta Nos. 25, 24, 22 and 23 of P.T. Sheet No.175 and the water well under Chalta No. 21 of P.T. Sheet No. 175.

SCHEDULE-IV

(Description of the said premises hereby agreed to be sold)

ALL THAT residential premises bearing **Flat No.** _____ to be situated on the _____ **Floor** of the **Building** _____ in the Project “**Sapana Privy**” proposed to be constructed in the Project Land described in the **SCHEDULE-III** hereinabove written, layout of which is as shown in red colour lines in the **PLAN-I** annexed to this Agreement to form integral part thereof.

Stilt parking space No. _____ in the Stilt of the residential building of the project ‘**Sapana Privy**’ is allotted to **the PROSPECTIVE HOLDERS**, tentative layout of which is as shown marked in red colour lines in the **PLAN-II** annexed to this Agreement to form integral part thereof.

Notes:

1. **Carpet area** of the above described premises is _____ **square meters**, calculated as per The Goa Land Development and Building Construction Regulations, 2010;
2. **Carpet area** of the above described premises is _____ **square meters**, calculated as per The Real Estate (Regulation and Development) Act, 2016;
3. **Super built-up area** of the above described premises is _____ **square meters**;
4. Location of the stilt parking space as shown in the **PLAN-II** annexed hereto is subject to variation at the discretion of **the BUILDERS**;
5. The stilt parking space shall not be transferred or assigned to any other person or party independent of the said premises; and
6. Stilt parking space shall be used exclusively for the purpose of parking of vehicle of **the PROSPECTIVE HOLDERS** shall not be used for any other purpose. Such area of car parking shall not be enclosed or obstructed by any means such as raising of walls, fencing, chain-link etc.

SCHEDULE-V

(Specification for the Flat)

1. **STRUCTURE:** R.C.C. framed structure with columns, beams and slabs as per the design approved by the Margao Municipal Council.
2. **WALLS:** C.C. Block/bricks/laterite/AAC blocks/Fly Ash Bricks, masonry in cement mortar with 200 mm thick external and 100 mm thick internal walls.
3. **DOORS & WINDOWS:** Main door frame of chemically treated/Sal wood/plywood with laminate and with flush shutter/HDF moulded panelled shutter of 35mm thick. Bedroom door frames of chemically treated/Sal wood/plywood with laminate and with 30mm thick flush shutter/HDF moulded panelled shutter. Toilet door frame of granite/marble with 30mm thick Flush Shutter/HDF moulded panelled shutter. All doors to have stainless steel hinges and powder coated aluminium/S.S. fittings. All windows are of aluminium powder

coated/colour anodized sliding type and ventilators with louvers/UPVC sliding or openable type and ventilators with louvers/with fixed panel and top hung shutter. French doors of aluminium powder coated/colour anodized /UPVC sliding type.

4. **PLASTER & PAINT**: All the external surfaces of the building/s are plastered with two coats of cement mortar and finished with cement paint. All the internal walls shall have Gypsum plaster and painted with oil bound distemper. All the ceilings shall have Gypsum / Plaster finished in white wash/painted with oil bound distemper.
5. **ROOFING**: The roof slab is flat RCC. Slab, covered with pre-coated galvanized sheets on structural steel sloping profile.
6. **FLOORING & SKIRTING**: Vitrified tiles flooring for entire flat, with same tiles skirting.
7. **TOILETS**: Toilet block consist of a European W.C. with concealed flush tank, wash-basin, C.P. fittings and a shower rose and tap with hot and cold water arrangement. All sanitary ware are provided in white colour. All toilets and baths are provided with glazed ceramic tiles dado up to a height of 2.10 meters for walls and ceramic tiles flooring of 12"x12".
8. **KITCHEN**: Kitchen platform is approx. 2.50 meters long and provided with granite slab with stainless steel sink. A dado of glazed ceramic tiles, 60cms. High shall be provided over the kitchen platform. Electrical plug points and two taps for Aqua guard and washing machine are provided in kitchen/balcony.
9. **ELECTRICAL**: All wiring are concealed on walls and slabs.
Bedroom have two light points, one fan point, and two 5 amps plug points.
Master bedroom have extra one 15 amps point for A.C. and one telephone point.
Living/Dining have three light points, two fan points, two 5 amps plug points, one T.V. and one telephone point.
Kitchen have two light points, one fan point, two 5 amps point and two 15 amps points, one on platform and one for washing machine.
Toilet have one light point, one 5 amp point for exhaust.
All **balconies** have one light point. A light point and bell bush are provided outside, at the entrance door.

The PROSPECTIVE HOLDERS shall obtain the electric and water connection from the respective Government departments. The BUILDERS shall only provide the required reports to the effect that the works are executed as per Government regulations which are sufficient for obtaining such connections.

Note: - The PROSPECTIVE HOLDERS shall obtain the electric and water connection from the respective Government departments. The BUILDERS shall only provide the required reports to the effect that the works are executed as per Government regulations which are sufficient for obtaining such connections.

COMMON AREAS AND AMENITIES IN THE PROJECT

1. Society Office,

2. Lifts and common area lights, with backup generator,
3. Gated complex with security cabin,
4. CCTV – at the entrance of the building at the ground level,
5. Internal roads with interlocking pavers,
6. One septic tank and soak pit for the building and individual septic tank and soak pit for each of the two row-villas; and
7. One underground water sump for the building and one individual underground water sump each for the two row-villas.

SCHEDULE-VI
(Payment Plan)

The agreed total price consideration of Rs._____/ - as mentioned hereinabove and Goods and Service Tax thereon of Rs._____/ - calculated at the rate of ____% on the said agreed price consideration, shall be paid by **the PROSPECTIVE HOLDERS** to **the BUILDERS**, in the following manner, time being essence of this contract:-

No.	Particulars	Price	+ GST @ ____%	Total
1.	Already received prior to execution of this Agreement:			
2.	Payable at the time of execution of this Agreement:			
3.	On or before completion of the plinth for the Building in which the said premises is situated:			
4.	On or before casting first slab of the said Building in which the said premises is situated:			
5.	On or before casting second slab of the said Building in which the said premises is situated:			
6.	On or before casting third slab of the said Building in which the said premises is situated:			
7.	On or before casting fourth slab of the said Building in which the said premises is situated:			
8.	On or before casting roof slab of the said Building in which the said premises is situated:			

9.	On or before completion of masonry work in the said premises.			
10.	On or before completion of plastering work in the said premises.			
11.	Within a period of 15 (fifteen) days from the date of receiving the intimation from the BUILDER to take possession of the said premises.			
	Total :			

Note:

1. **The PROSPECTIVE HOLDERS** shall deduct the Tax at Source (TDS) as may be applicable under the Income Tax Act, 1961 from the instalment in respect of agreed price consideration, and shall issue TDS Certificate to **the BUILDERS**; and, thereupon, **the BUILDERS** shall give TDS credit to the account of **the PROSPECTIVE HOLDERS**.
2. All other amounts as specified in this Agreement shall be paid by **the PROSPECTIVE HOLDERS** to **the BUILDERS** at the time of taking possession of the said premises or on demand by **the BUILDERS** or as and when the same becomes due and payable.

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the day, month and the year first hereinabove mentioned, having read and understood the contents thereof.
