

AGREEMENT FOR SALE

This Agreement of Sale is made and entered at Mapusa, Goa on this
_____day of _____ - 2019.

B E T W E E N

M/S. INFINITY DEVELOPERS PRIVATE LIMITED, a Private Limited Company, duly registered with the Registrar of Company, at Mumbai, registered under no. U 45309 MH 2002 PTC 136547, having PAN AABCI5890G, having its registered Office No. 220, Commerce House, N. M. Road, Fort Mumbai., duly Represented by its DIRECTOR, **MR. RAHUL RAMESH SHAH**, (duly authorized vide Resolution passed by the Board of Directors in its meeting held on 10th April 2015) 36 years of age, son of Mr. Ramesh Shah, married, businessman, holding PAN APRPS5612J and Aadhaar Card no.9549 3587 5517, residing at Sumer Heights, Chowpatty Mumbai., hereinafter referred to as the “VENDOR/DEVELOPER” (which expression shall whenever the context requires unless repugnant to its meaning be deemed to mean and include its, executors, administrators, assigns, successor and legal representatives and assigns) of the **FIRST PART**.

AND

MR _____, Age _____ Yrs, Son / Of _____, In / Business, Holding Pan _____, Residing At _____-, hereinafter called ‘THE PURCHASERS’ (which expression referred to as shall mean and include their heirs, executors, administrators, legal representatives and assigns) OF THE **OTHER PART**.

ALL ARE INDIAN NATIONALS

WHEREAS, There exists a property known as “PAITHAN” or “DURIG”, admeasuring 9497 sq. mts., Which was earlier shown as admeasuring 8575 sq.mts, situated at Village Salvador do Mundo, within the jurisdiction of Village Panchayat of Salvador do Mundo, Taluka and Sub District of Bardez, District of North Goa, State of Goa, described in the Land Registration Office under no. 2756 at folio 230 of Book B-19, not enrolled in the Taluka Revenue Office, surveyed under survey no. 128/2 of Village Salvador Do Mundo and said property. admeasuring 9497 sq. mts. is bounded as under:-

ON THE EAST : by the property surveyed under nos.118/2 to 6;
 ON THE WEST : by the property surveyed under no.115/2;
 ON THE NORTH : by the property surveyed under nos.118/1 and 128/1;
 ON THE SOUTH : by the property surveyed under nos.16/7 to 15.

The above referred property is more particularly described in Schedule I hereunder written and hereinafter called on the “SAID PROPERTY”

AND WHEREAS THE SAID VENDOR/DEVELOPER HAS REPRESENTED
 TO THE SAID PURCHASERS, AS FOLLOWS:-

1. Whereas the said property was original owned by one Mrs. Amelia Barbara Fernandes, widow of Luis Joao Fernandes.
2. Whereas under a Deed of Conveyance dated 02nd March 1977, registered under no. 371, at pages 217 to 221, of Book I, Volume no.114, on dated 18th April 1974 before Sub Registrar of Ilhas, Panjim – Goa. Mrs. Amelia Barbara Fernandes sold the said property to Mrs. Leticia Angelina Fernandes.
3. Whereas by Deed of Sale, dated 16th October 2003, registered under no. 1064, at pages 97 to 110, of Book I, Volume no. 1064, on dated 27th October 2003, before Sub Registrar of Bardez, at Mapusa, Goa, Mrs. Leticia Angelina Fernandes, as a spinster sold the said property admeasuring 8575 sq. mts. To Mr. Vishwanath Rohidas Halarnkar.
4. Whereas before the execution of Deed of Sale dated 16/10/2003, said Ms. Leticia Agnelina Fernandes, being a owner of said property filed an application in the Court of the Deputy Collector and Sub-Divisional Officer Mapusa, for demarcation and resurvey of the said property, which case was registered under Case no. 16/83/2003/Re-Survey and by the Order dated 08th October 2004 passed in said case, the area of the said property bearing Survey no.128/2 was rectified and enhanced from 8575 sq. mts. to 9497 sq. mts. which is the actual area of the said property Survey holding bearing no.128/2, however it appears that the area of the

adjoining Property bearing Survey no.115/2 stands to 922 sq. mts. which belonged to one Mr. Subhash Gajanan Gaonkar.

5. By Agreement for Sale dated 21st June 2006, said Mr. Vishwanath Rohidas Halarnkar and his wife Mrs. Meeta Vishwanath Halarnkar agreed to sell said portion of land to Mr. Prasad Subhedar and Mr. Nelson Carvalho and in turn said Mr. Prasad Subhedar and Mr. Nelson Carvalho agreed to sell said portion of land to Sumer Developers Pvt. Ltd.
6. By Promissory Note dated 04th October 2006 and by Affidavit dated 04th October 2006, said Sumer Developers Pvt. Ltd., has agreed to sell said portion of land to M/s. Infinity Developers Pvt.Ltd. company duly registered with the Registrar of Companies at Mumbai, Maharashtra.
7. Subsequently M/s. Infinity Developers Pvt.Ltd carried out mutation thereby recorded their name in occupants column's of said form I & XIV of survey holding bearing No. 128/2 of village Salvador do Mundo thereby deleting the name of previous owner from the said I & XIV form by virtue of Mutation case no. 219/7.
8. Vide a Deed of Sale dated 08th December 2006, registered before Sub Registrar of Bardez under no.6164, at pages 156 to 196, of Book 1, Volume no.1917 dated 13th December 2006, said Mr. Vishwanath Rohidas Halarnkar and his wife Mrs. Meeta Vishwanath Halarnkar, sold the portion of land admeasuring 922sq.mts., of the said property to said Mr. Prasad Subhedar and Mr. Nelson Carvalho which partition of land is more particularity described in the SCHEDULE – III, herein under written.
9. Vide a Deed of Sale dated 07th December 2006, which is registered before Sub Registrar of Bardez under no. 6367, at pages 1 to 31, of Book 1, Volume no.1928 dated 26th December 2006, said Mr. Vishwanath Rohidas Halarnkar and his wife Mrs. Meeta Vishwanath Halarnkar, with confirmation of said Mr. Prasad Subhedar and his wife Mrs. Prashanti Prasad Subhedar, Mr. Nelson Carvalho and his wife Smt. Maria Carvalho and Sumer Developers Pvt. Ltd., sold said portion of land admeasuring

8575 sq. mts to said Infinity Developers Pvt. Ltd. Which portion more particularity described in the SCHEDULE – II, herein under.

10. Mr. Satish Madhukar Madkaikar and his wife Mrs. Sheetal Satish Madkaikar, Mr. Madukar Pundalik Madkaikar and his wife Mrs. Sukanti Madukar Madkaikar, Mr. Vithal Shantaram Joshi and his wife Mrs. Asha Vithal Joshi, Mr. Pradeep Ghanashyam Madkaikar and his wife Mrs. Vidhya Pradeep Madkaiiar, Mr. Arvind Basappa Gadvi and his wife Mrs. Shailaja Arvind Gadvi, Mr. Ajit Ghanashyam Madkaikar and his wife Mrs. Anuradha A. Madkaikar, Mr. Joseph Francis D'Silva and his wife Mrs. Rita Emilia D'Silva, Mrs. Kaipana Premanand Fal Dessai and her husband Mr. Premanand Fal Dessai, Mr. Ashok Ghanashyam Madkaikar and his wife Mrs. Archana Ashok Madkaikar, Mr. Subhash Gajanan Gaokar and his wife Mrs. Shakuntala Subhash Gaokar, being the co-owners of the property known as 'GHORBAT', surveyed under Survey no. 115/2 and surveyed under Survey no.128/1, of Village Serula, situated at Paitona Vaddo of village serula has acquired rights by virtue of Deed of Sale, dated 21st August 1981, which is registered before Sub Registrar of Ilhas, under Registration no. 1462, at pages 1 to 25, of Book I, of Volume no 443, dated 12/09/1995, (more particularity described in the SCHEDULE – IV herein under) And where as under memorandum of understanding executed before Notary Public A.B. Sawkar under serial no 1438/2005 on 2nd November 2005 and another Memorandum of Understanding executed before U. R. Timble, under Serial no. 3779 on 22 August 2005 the said co-owners Mr. Satish Madhukar Madkaikar and his wife Mrs. Sheetal Satish Madkaikar, Mr. Madukar Pundalik Madkaikar and his wife Mrs. Sukanti Madukar Madkaikar, Mr. Vithal Shantaram Joshi and his wife Mrs. Asha Vithal Joshi, Mr. Pradeep Ghanashyam Madkaikar and his wife Mrs. Vidhya Pradeep Madkaiiar, Mr. Arvind Basappa Gadvi and his wife Mrs. Shailaja Arvind Gadvi, Mr. Ajit Ghanashyam Madkaikar and his wife Mrs. Anuradha A. Madkaikar, Mr. Joseph Francis D'Silva and his wife Mrs. Rita Emilia D'Silva, Mrs. Kaipana Premanand Fal Dessai and her husband Mr. Premanand Fal Dessai, Mr. Ashok Ghanashyam Madkaikar and his wife Mrs. Archana Ashok Madkaikar, Mr. Subhash Gajanan Gaokar and his wife Mrs. Shakuntala Subhash Gaokar, had agreed to transfer, convey

assign the above referred property by name 'GHORBAT' in favour of Mr. Pradip alias Mukund V. Joshi, Proprietor of M/s. Joshi And Associates.

11. Pursuant to the said order of Dy Collector in case No.16/83/2003 re survey thereby enhancing the area of survey holding 128/2 to the tune of 922 sq.mts., and reducing the area of 922 sq.mts., of the survey holding 115/2 of 922 sq.mts., said order of Dy Collector was challenged by one of the co-owner Mr. Vithal Shantaram Joshi by preferring an appeal before Administrative Tribunal at Panaji, Goa in case No.8/2007. The Administrative Tribunal was pleased to stayed the order passed by the Dy. Collector and Sub. Divisional Officer of Bardez dated 15/08/2004 by granting exparte stay.
12. Some Co-owners of the said property 'GHORBAT' also filed the Civil Suit bearing Case no.RCS/93/2007/C, before the Civil Judge Junior Division, at Mapusa, for Declaration and Permanent Injunction, against said Mr. Vishwanath Rohidas Halarnkar and his wife Mrs. Meeta Vishwanath Halarnkar, Mr. Prasad Subhedar and Mr. Nelson Carvalho, in respect of said property admeasuring 922 sq. mts.
13. However the said Temporary Injunction was dismissed by Order dated 15th October 2008, passed by the Hon. Civil Judge Junior Division, at Mapusa.
14. During the pendency of the said Appeal and the said Suit all the parties to the both case amicably agreed to settle the dispute and subsequently the Appellant / the Plaintiffs filed necessary Applications for withdrawal of the respective case.
15. Thus taking into consideration the said settlement between the litigants, Hon. Administrative Tribunal, at Panaji, passed an Order in the said Land Revenue Appeal no.8/2007, "Dismissed the Appeal as withdrawn" vide Order dated 10th November 2011. And likewise the said Suit bearing Case no.RCS/93/2007/C, before the Civil Judge Junior Division, at Mapusa, was also dismissed, as the same withdrawn vide Order dated 21st October 2011.

16. The said Mr. Prasad Subhedar and his wife Mrs. Prashanti Prasad Subhedar, said Nelson Carvalho and his wife Smt. Maria Carvalho as First Vendors; Mr. Satish Madhukar Madkaikar and his wife Mrs. Sheetal Satish Madkaikar, Mr. Madukar Pundalik Madkaikar and his wife Mrs. Sukanti Madukar Madkaikar, Mr. Vithal Shantaram Joshi and his wife Mrs. Asha Vithal Joshi, Mr. Pradeep Ghanashyam Madkaikar and his wife Mrs. Vidhya Pradeep Madkaiiar, Mr. Arvind Basappa Gadvi and his wife Mrs. Shailaja Arvind Gadvi, Mr. Ajit Ghanashyam Madkaikar and his wife Mrs. Anuradha A. Madkaikar, Mr. Joseph Francis D'Silva and his wife Mrs. Rita Emilia D'Silva, Mrs. Kaipana Premanand Fal Dessai and her husband Mr. Premanand Fal Dessai, Mr. Ashok Ghanashyam Madkaikar and his wife Mrs. Archana Ashok Madkaikar, Mr. Subhash Gajanan Gaokar and his wife Mrs. Shakuntala Subhash Gaokar, as Second Vendors and Mr. Pradip alias Mukund V. Joshi, Proprietor of M/s. Joshi And Associates as Confirming Party, Sold the said Property admeasuring 922 sq. mts. to Mr. Ramesh S. Shah (who is one of the Director Infinity Developers Pvt. Ltd.) vide Deed of Sale dated 16th September 2011, which is registered under Reg. no. BRZ-BK1-O4406-2011, of CD no. BRZD226 on 16th September 2011, before the Sub Registrar of Bardez, at Mapusa.
17. The said Mr. Ramesh S. Shah, Director, Infinity Developers Pvt. Ltd.) caused the said property to be developed by constructing thereon building with Residential Apartments with due permissions and approvals from the concerned authorities and at the cost of construction and expense borne by intending buyers of the Apartments so constructed thereon.
18. Whereas the VENDOR/DEVELOPER, subsequently applied and obtained from the appropriate authorities the following permission, licences and sanctions in namely:-
- i. Collector of North Goa granted Sanad vide its No. RB/CNV/BAR/COLL/84/2012, dated 15th February 2013 for conversion of said portion of land for Residential use.

- ii. Town & Country Planning Department, Mapusa granted Technical Clearance Order vide its No. DB/19914/12/593, dated 16th February 2012 for amalgamation of said portion of land and said plot and construction of residential building, and
 - iii. Village Panchayat of Salvador – do – Mundo, granted Construction Licence vide its No. VP/SDM/LIC.NO.16/2012-2013/817, dated 26th October 2012, for amalgamation of said portion of land and said plot and construction of residential building.
19. On demand from the Purchaser, the VENDOR/DEVELOPER has given inspection to the Purchaser of all the documents of the title relating to the project land and the plans, designs and specifications prepared by the VENDOR/DEVELOPER's Architects and of such other documents on are specified under the Act and the Rules and Regulations made thereunder. The Purchaser is duly satisfied with the same.
20. The VENDOR/DEVELOPER has proposed to develop the said Property in one or more phases. 'Coexist' Project shall mean and include Wing A to Wing alongwith all the amenities and facilities in the said Property. 'Phase I' means the Wings which has already been constructed and completed prior to RERA Act coming into force in GOA.
- 'Phase II' mean the Wing G comprising of ground plus upper floors. 'Phase III' mean the Wings and such other Building Amenities Club House as may be constructed in further phases on the said property.
21. The authenticated copies of the plans of the layout as prepared by the VENDOR/DEVELOPER and approved by the Town Planning and Panchayat and according to which the construction of the building and the open spaces are proposed to be provided for on the said project have been uploaded on the website of the RERA Authority and the plans have been inspected by the PURCHASER and the reference / relevant certificate number is marked in the Annexure '_____'.

22. Under section 13 of the said RERA Act the VENDOR/DEVELOPER is required to execute a written agreement of sale of said unit more particularly described in Schedule IV (Schedule) in the Alloted Purchaser being in fact these presents and also to register said Agreement under the Registration Act 1908.
23. The Developer has registered the project under the provisions of the RERA Act and an authenticated copy of the registration certificate is annexed hereto as Annexure ' ____ '.
24. And Whereas by the Debenture Agreement dated 06th December 2012 M/s. Infinity Developers Pvt. Ltd. availed loan from DMI Finance Pvt. Ltd. by joining Sumer Builders Pvt. Ltd. as Corporate Guarantor and Mr. Rahul Ramesh Shah as personal Guarantor and Siddhivinayak Goa Enterprise as Additional Landowner for Construction of the Building project by mortgaging inter-alia the said property admeasuring 8575 sq. mts. and its confirmation from the Balance Confirmation Certificated dated 20th June 2013 issued by DMI Finance Pvt. Ltd.. New Delhi and by Letter dated 27/11/2015, the DMI Finance Pvt. Ltd. New Delhi has confirmed that there are no dues outstanding against the Credit Facility.
25. And whereas Mr. Ramesh S. Shah, being the owner of the property admeasuring 922 sq. mts., sold the same to M/s. Infinity Developers Pvt. Ltd., vide Deed of Sale dated 23rd May 2013, which is registered under Reg. no.BRZ-BK1-02507-2013 of CD no, BRZD501, dated 29th May 2013, before the Sub Registrar of Bardez, at Mapusa, Goa.
26. By virtue of the Deed of Sale dated 12/08/2018 and the Deed of Sale dated 23 May 2013, VENDOR/DEVELOPER became the absolute lawful owner in possession of said property and said plot more particularly described in schedule I, II and III. The VENDOR/DEVELOPER desirous of constructing building project in the portion of land and the plot of the said property under the name and style as "Coexist".

27. The said building project as “COEXIST” being a residential building with Wing - B (part), Wing - C, Wing – D, Wing – E and Wing – F, having been constructed and completed and Wing G **under phase II** is under construction with necessary permission / licences / NOC’s from the concerned authorities as follows:-
- i. Obtained approval from the Public Work Department works Division XVII.
 - ii. Approval by the Director of Health Services, Primary Health Center, Aldona – Goa., vide letter bearing no.PHCA/NOC-Const/12-13/1038.
 - iii. Completion Order granted by Town and Country Planning Department Mapusa vide no. DB/19914/TCP-17/1169, dated 27th April 2017.
28. Whereas the present PURCHASERS having learned about the said under construction building “G” wing in Phase II project “COEXIST” and being interested in purchasing a “Flat”, bearing Flat No. G-401, and having approached the VENDOR/DEVELOPER and having believed all the representations made to them by the said VENDOR/DEVELOPER, have expressed their readiness and willingness to purchase the said “Flat bearing No. G-401, from the said VENDOR/DEVELOPER;
29. Whereas the FLAT bearing No.G-401, located on the FOURTH FLOOR, in Wing - ‘G’ of the building under Phase II construction of the scheme “COEXIST”, as more specifically described in the Schedule hereunder written, (hereinafter referred to as **“the said Flat”**) The Purchasers have verified the title of the VENDOR/DEVELOPER to the said flat and the said property respectively. The PURCHASERS have agreed to purchase the said flat and approved the specifications of the building and have also approved the plans of the said flat which is marked in red boundary line on the plan annexed hereto for the purpose of identification duly signed by the parties hereto.

30. And whereas the said Flat, is not subject to any notice or scheme or notifications or proceedings under Land Acquisition Act or Requisition, Administration of Evacue Properties Act, or any other claims, demands, charges, penalties by any statutory authority, nor has been attachment or received notice/s from the Central or State Government or any other local body or authority under any Act, or Scheme or Legislative Enactment, Government Ordinance, Order or Notification including Notice/Proceedings for Acquisition/ Requisition had/has been received by/or served upon the VENDOR/DEVELOPER and that the said Flat, is also not subject to any attachment or recovery proceedings under the Income Tax Act, or any other act or statute, law or regulation.
31. And whereas the said Flat, is not encumbered and there are no charges, or any kind of attachments, previous agreements, mortgages, contractual agreements, contracts, collaterals, demands, liens, injunctions, executive demands, etc..
32. And whereas by this Agreement the VENDOR/DEVELOPER has agreed to sell to the PURCHASERS and the said PURCHASERS have agreed to purchase the said Flat, bearing Flat no.401, admeasuring or having a Carpet area of 195.58 sq. meters, located on the FOURTH FLOOR, in Wing - G of building [Phase II](#) project "COEXIST" with the proportionate undivided share in the said portion of land and said plot. The said FLAT is more particularly described in the SCHEDULE – IV for the total consideration of Rs.70,00,000/- (Rupees Seventy Lacs Only) being a fair market value of the said flat.

NOW THIS AGREEMENT IS WITNESSESS AS UNDER:-

1. That in pursuance of said agreement and in consideration of total sum of Rs.70,00,000/- (Rupees Seventy Lacs Only), which has to be paid by the PURCHASERS to the said VENDOR/DEVELOPER, more particularly shown in the Schedule – VI herein under, the said

VENDOR/DEVELOPER agrees to construct, sell, transfer and convey unto the PURCHASERS the said Flat, together with the said proportionate undivided right, title, interest and share in the said property, as more specifically described in the Schedule II and III hereunder written, free from all encumbrances, charges or demands.

2. The VENDOR/DEVELOPER do hereby undertake to execute the Deed of Sale for the transfer the said Flat and the undivided proportionate share in the SAID PROPERTY respectively in favour of the said PURCHASERS, immediately on completion and on receipt of entire consideration amount, of the said Flat, so that the said PURCHASERS will be the absolute owner in possession of the said Flat No. G wing 401, together with the said proportionate undivided right, title, interest and share in the said property, as more specifically described in the Schedule – I, II and III hereunder written.
3. The PURCHASERS, shall become a member of the society or entity formed with the Purchasers of various flats, of the said building complexProject Co exist and make sign and deliver all such forms, applications, declarations, affidavits, whatsoever for the purpose and acquire or purchase such number of shares of society as may be prescribed under the rules and regulations of such society or entity.
4. In case the PURCHASERS fails or neglects to become a member of the society or entity referred to hereinabove, the VENDOR/DEVELOPER shall be at the liberty to transfer the said portion of land and said plot along with the Building Complex “COEXIST” including the said Flat, to the society or entity and the PURCHASERS shall not make any grievance about the same. Without prejudice, to what is stated hereinbefore the VENDOR/DEVELOPER may make suitable provisions to protect the right of the PURCHASERS to the extent possible while conveying or transferring the said portion of land and said plot together with the said Building Complex “COEXIST” to be constructed thereon, including the said Flat No. 401, to such society or entity.

5. In case of any dispute or differences arise between the parties hereto in respect of , in connection with, relating to or respect this agreement, the same shall be referred to arbitration under the provisions, under the Arbitration and Conciliation Act 1996 as amended from time to time. The place of Arbitration shall be in Mumbai.
6. The PURCHASERS agrees and bind themselves to contribute such amount as maybe decided by the VENDOR/DEVELOPER or by the society / entity as the case maybe for the upkeep and maintenance of the said portion of land and said plot and the said building i.e., for common lights, water charges, watchman's remuneration, sweeper remuneration and undertaker's salary, etc., irrespective of the use of this value addition by the purchasers. The obligation to pay starts from the commencement of the deemed date of possession which shall be corresponding to the 7 days from the date of intimation in writing by the VENDOR/DEVELOPER or the society/entity as the case maybe depending on the circumstances shall be empowered to delete from or add any item to any maintenance services as they may deem fit and proper depending upon the exigencies of the situation from time to time.
7. The parties to this agreement do hereby declare that said property / plots / premises in transaction does not belong to the SC / ST and not covered by the notification No. RD/LAND/LRC/318/77 dated 21/08/1978.
8. The Purchaser confirms that the installments payable by the Purchaser and all amounts payable under these presents shall be paid on the respective due dates without any delay or default as time in respect of payment of installments and in respect of all amounts payable under these presents by the Purchaser to the Developers time is the essence of the contract. If the Purchaser delays or defaults in making payment of any of the installments or amounts, the Developers shall be entitled to interest ~~at the rate of 12% per annum~~ as applicable under RERA on all such amounts and installments from the date of default till payment and/or receipt thereof by the Developers without prejudice, to their other rights in law and under these presents. It is further agreed that on the Flat Holder committing

default in payment of either the installments or any other amount or amounts under these presents on the due date (including the G.S.T. to be paid on execution hereof, his/her proportionate share of taxes, rates, cesses, other charges, betterment charges and all other outgoings) the Developers shall be entitled at their option to terminate this Agreement PROVIDED AND ALWAYS that the power to terminate herein contained shall be exercised by the Developers after giving the Purchaser 15 days prior notice in writing of their intention to terminate this Agreement and specifying the breach or breaches of the terms and conditions on account of which the Developers intend to terminate the Agreement and if the Purchaser continues the default in remedying such breach or breaches after the expiry of the stipulated period of fifteen days from the date of such notice from the Developers. It is further agreed that upon termination of this Agreement as stated herein the Developers shall be entitled to forfeit 15% of the Purchase consideration and shall refund to the Purchaser the balance remaining of the installments of the said price which the Purchaser may till then have paid to the Developers but the Developers shall not be liable to pay to the Purchaser any interest on the amount so refunded. The Purchaser further agrees that the amounts refundable by the Vendors/Developers shall be payable by the Vendors/Developers only after the said flat is sold by the Vendors/Developers and not prior thereto. Upon termination of this Agreement, the Developers shall be at liberty to dispose off and sell the said flat to such person or persons at such price and on such conditions as the Developers may desire and think fit in their absolute discretion and the Purchaser shall have no right in that behalf. The Purchaser agrees that the Developers are not bound to give notice for payment of amounts due under these presents on their respective due dates mentioned herein and the failure thereof shall not be pleaded as an excuse for non-payments of any amount or amounts on their respective due dates.

9. Possession of the said flat shall be delivered to the Purchaser after the said building is ready for use and occupation and the Occupation Certificate in respect thereof is granted by the Municipal Authorities / Village Panchayat in respect of the said Building or of the part thereof in which the said flat

may be situated PROVIDED THAT all the amounts due by the Purchaser under this Agreement have been paid by the Purchaser to the Developers. The Purchaser shall take possession of the said flat within seven days of the Developers giving written notice to the Purchaser intimating that the said flat are ready for use and occupation upon paying to the Developers all the amounts, if any, including interest that may have remained to be paid under any of the provisions hereof by the Purchaser to the Developers;

10. Upon the Purchaser taking possession of the said Flat he/she shall have no claim against the Developer in respect of any item of work in the said flat which may be alleged not to have been carried out or completed;
11. The Purchaser shall be liable to pay all Taxes and Maintenance Charges from the date of Occupation Certificate or date of the offer of possession whichever is earlier.
12. Possession of the said flat been constructed under Phase II shall be delivered by the Developers to the Purchasers latest by20.....
13. The Developers shall not incur any liability, if they are unable to deliver possession of the said flat by the date aforesaid if the completion of the building or the making of the flat fit for use and occupation is delayed by the reason of Non-availability of steel and/or cement or other building material by or by reason of war, civil commotion or any act of God, force majeure, strike/lockouts/lay-offs whether of the labour of the Developers or of any of the labour at the works at the manufactures/suppliers of steel, cement or other Building materials or other natural calamity or any reason beyond the control of the Developers or if the non-delivery of possession is as a result of any ordinance, notice, or order, rules, or regulations or notification by the Government and/or any other public body or authority then and in such all circumstances, the time for handing over possession shall be deemed to have been extended by mutual consent of the parties hereto and/or the

parties claiming under them as the case may be. If as a result of any litigation or the decision of any authority under any law for the time being in force the Developers are unable to complete the said building and/or to give possession of the said flat, the Developers will pay over to the Purchaser/Purchaser and to the several other persons who may have agreed to purchase or who may hereafter agree to purchase any flat in the said Building the total amount (attributable to the respective flat) that may have been received by the Developers at the time and in the manner as may be received by the Developers pursuant to such legislation and/or decision. Save as aforesaid neither party shall have any right or claim against the other under or in relation to this Agreement or otherwise whatsoever and if there is any such right or claim the same shall be deemed to have been waived and given up by party having such right or claim in favour of the other party. In the event of there being delay in completion of construction and handing over possession on account of reasons beyond the control of the Vendors/Developers, the Developers/Developer will not be held responsible for the same and the Purchaser shall not make any claim for damages or compensation on account of delayed possession in view of such delay being on account of reasons beyond the control of the Developer.

14. Upon possession of the said flat being delivered to the Purchaser he/she shall be entitled to the use and occupation of the said flat. Upon the Purchaser taking possession of the said flat he/she shall have no claim against the Developers in respect of any items of work in the said flat which may be alleged not to have been carried out or completed and it is agreed that all such claims of the Purchaser against the Developers shall be deemed to have been waived and/or given up by the Purchaser.
15. The Purchaser shall pay such escalation as may be levied by the Vendors/Developers in the event of the cost of construction standing enhanced on account of any premium, additional premium and/or development charges being levied by the Planning Authority. In the event of the Purchaser failing to pay such escalation, the same will constitute a breach and result in termination of the Agreement.

16. It is expressly agreed that the Developers shall have an irrevocable and perpetual right and be entitled to put a hoarding on the said property or any parts of the building or buildings or said new building including in the terrace and on the parapet wall of the said property and the said hoardings may be illuminated or comprising of neon sign and for that purpose the Developers are fully authorised to allow temporary or permanent construction or erection for installation either on the exterior of the buildings or said new building or on the said property as the case may be and further the Developers shall be entitled to use and allow third parties to use any part of the building and the property for installation of cables, satellite, communication equipment, cellular telephone equipment radio tower equipment, wireless equipment etc. The Purchaser agrees not to object or dispute the same. It is further expressly agreed that the Developers shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Purchaser shall not have any right or entitled to any such the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall be solely and absolutely belong to the Developers.
17. It is hereby agreed between the Developers and the Purchaser, and the Purchaser confirms that he/she/they is/are aware that the Developers are likely to receive additional F.S.I. and/or development rights from the said property and in the event of the Developers receiving such additional F.S.I. and/or development rights, the Developers shall be entitled to construct either additional floor or floors on the said building or any part thereof or construct any additional structure/s on the said property/adjacent property in the open compound as may be permissible either as an Annexed Building Wing or as an independent building as the Developers may in their absolute discretion think fit and proper and in the aforesaid event the Developers shall be entitled to deal with, dispose of alienate, encumber or transfer such additional floor or floors or buildings or structures for such consideration to such party as the Developers may desire without reference

or recourse or consent of the Purchaser in any manner whatsoever and the Purchaser agrees not to dispute or object to the same. The rights hereby reserved by the Developers shall be available to them even after the Society or Condominium or a Limited Company is formed of the Purchasers including the Purchaser herein.

18. The Purchaser hereby expressly consents to the Developers redesigning any building or buildings or relocating the recreation area of internal roads and passage and such other area or areas in the property which the Developers may desire to modify and redesign and if the building in which the Purchaser has agreed to acquire the flat is completed earlier than other wings/buildings in the said property/adjacent property, then the Purchaser confirms that the Developers will be entitled to utilise any F.S.I. which may be available to use on the said property or any part thereof or any adjoining property or properties as the case may be and till the entire building as set out herein is completed and the F.S.I. available permissible by Municipal Authorities / Local bodies / Village Panchayat on the said property is duly utilised by the Developers and the amount/s receivable by the Developers are received and all the obligations required to be carried out by the Purchaser therein are fulfilled by them, the Developers shall not be bound and/or be called upon by the Purchaser or required to form any Co-operative Society, Limited Company or Condominium of Apartments, as the case may be, and the Purchaser agrees and irrevocably consents not to raise any demand or dispute or objection in that behalf.

19 (I) The Purchaser agrees and binds himself on or before the delivery of the possession of the said flat, to pay to the Developers the following amount;

a) Stamp duty & Registration fee as applicable.

b) Advocate Fees

c) Club House Membership Charges @ 1500/- sq. mts. on completion of Roof Slab is =
Rs. 406500/-

d) GST Tax as applicable.

II) EXPENSES TO BE BORNE AT THE TIME OF TAKING POSSESSION OF THE APARTMENT.

- a) At the time of execution of Sale Deed Stamp Duty & Registration charges as applicable as per Govt. Policy. Stamp duty if paid at the time of execution of Agreement will be adjusted from the stamp duty at the time of execution of Sale Deed.
- b) Maintenance charges for 2 years @Rs. 42/- per sq. mts.= Rs. 197145/-
- c) Non-refundable Electricity connection charges approx. Rs. 15,000/- for electricity connection.
- d) Infrastructure Tax @ Rs. 150/- per sq. mt. = Rs. 40650/-
- e) Society Deposit Rs. 30,000/-
- f) GST as applicable

The Developers shall utilize the amount paid by the Purchaser to the Developers under Sub-Clause (b)(1) and (2) hereinabove, for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Developers in connection with the formation of the said society, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this agreement. The amounts paid under clause (b) (3) shall be appropriated by the Builder for provision of Electrical infrastructure. The payments under (b) (4) shall be utilized towards the maintenance and outgoings in respect of the said Flat acquired by the Flat Purchaser, however the said amount being presently quantified on a tentative basis, the Purchaser agrees to pay such enhanced amounts if so required by the builder. The aforesaid deposit/payments shall not carry any interest. The Developers confirm that the maintenance and outgoings to be paid by the Purchaser will be calculated on the basis of the proportion of the carpet area of the said flat to the carpet area of the entire building.

20. The Purchaser shall not ask for any refund on any account of the said amounts of sub clause (b) 1 to 4 above from the Developers. The balance if any remaining out of the deposits made under (a) (2), (3) and (b) (4) i.e. after accounting for maintenance outgoings of the said flat till the time of handing

over management to the Society/Organization to be formed of Purchasers shall be paid over to the Society/Organization of Purchasers who will hold the same to the credit of the Purchaser.

21. Commencing a week after notice is given by the Developers to the Purchaser that the flat are ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the said land and building namely land revenue, local taxes, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary of and incidental to the management and maintenance of the said land and building. Until the Society is formed and the said land and building transferred to it, the Purchaser shall pay to the Developers such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Developers provisional monthly contribution at the rate of Rs. 42./- per sq. mtrs. per month towards the outgoings. The Purchaser accordingly agrees to pay an advance of 24 months outgoings on the provisional computation at the rate of Rs.42/- per sq. mtrs per month. The amounts so paid by the Purchaser to the Developers shall not carry any interest and remain with the Developers until a Conveyance is executed in favour of the Society as aforesaid. On such conveyance/lease being executed, the aforesaid deposit (less the outgoings in respect of the flat purchased and deduction provided for in the Agreement) shall be paid over by the Developers to the society. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reasons whatsoever. The Purchaser and/or their proposed Society will not require the Developers to contribute proportionate share of the maintenance charges of the flat with or without open garage and other areas attached thereto which are to be constructed or which are not sold and disposed off by the Developers. The Developers will also be entitled to the refund of the Municipal Taxes / Village Panchayat Taxes on account of the vacancy of the unsold flat.

22. The Purchaser has prior to the execution of this Agreement satisfied himself/herself/itself/themselves about the title of the Developers to the said property described in the First Schedule hereunder written and shall not be entitled to raise any requisitions on title having absolutely accepted the same.
23. Purchaser shall from the date of possession, maintain the said flat at his/her own costs in good and tenantable repairs and shall not do or suffer to be done anything in or to the said flat the staircases and/or common passages which may be against the rules and/or regulations and/or bye-laws, rules or regulations of the Municipality. Undertaking or legal bodies or any other authority nor shall the Purchaser change, alter or make additions and/or alterations in or to the buildings or any part thereof or change the user thereof. The Flat Holder shall be responsible for violation or breach of this provision and hereby agrees to save harmless, indemnify and keep indemnified the Developers as well as such Co-operative Society against any action and liability of any nature whatsoever on account of any such breach, defaults, commission or omission on the part of the Purchaser.
24. The Vendors/Developers shall be at liberty to sell, assign, transfer or otherwise deal with their right, title or interest in the said property and/or in the building to be constructed thereon and mortgage the same provided it does not in any way affect or prejudice the area of the Purchaser in respect of the said flat and provided the mortgage if averted is released to the extent of the Purchasers flat at the time of handing over possession thereof. The Purchasers accordingly does hereby accord him/her/it consent to transfer, assignment of the Vendors/Developers interest in the property/project in terms of Section 15 of RERA 2016. Notwithstanding the consent recorded herein, the Developer shall not hereafter mortgage or create any charge on the said flat agreed to be acquired by the Purchaser/Purchaser.
25. The Purchaser shall permit the Developers and their servants and agents with or without workmen and other at all reasonable times to enter into and upon the said flat or any part thereof to view and examine the state and condition thereof and the Purchaser shall make good within three weeks, of the giving of a notice, all defects, decays and wants of repairs

of which such notice in writing shall be given by the Developers to the Purchaser. The Purchaser shall also permit the Developers and their servants and agents with or without workmen and others at all reasonable times to enter into and upon the said flat for the purposes of repairing any part of the building and for the purpose of making repairs, maintaining, rebuilding, clearing, lighting and keeping in order and condition all services, drains, pipes, cables, water courses, gutter, wires, party wall, structures or other conveniences belonging to or serving or used for the said building also for the purpose of laying, maintaining, repairing and reinstating drainage and water pipes and electric wires and cables and for similar purposes.

26. The Purchaser shall permit the Developers and their surveyors and agents, with or without workmen and other, at all reasonable times to enter into and upon the said Property and flat or any part thereof to view and examine the state and condition thereof.
27. The Developers shall have first lien and charge on the said flat agreed to be acquired by the Purchasers in respect of any amount payable by the Purchasers under the terms and conditions of this Agreement.
28. If at any time after entering into this Agreement the floor space index is increased by the Government or the Municipal Authorities or any other public Body or authority or F.S.I. is permitted to be consumed on the said property and as a result thereof the Developers become entitled to avail of the said increased FSI and construct additional floors, and/or additional structures on the said property or if otherwise the Developers become entitled to construct additional floors, areas, or additional structures on the said property and/or on the said building by paying of premium or otherwise howsoever the Developers shall be entitled to do so and shall be entitled to sell the additional floors, areas or such additional structures to be constructed by them on the said property to the prospective Purchasers thereof even if the conveyance has in the meantime been executed in favour of such Co-operative Society and that such prospective purchasers of the other flat shall have right to and that they shall also be admitted as the members of such a Co-operative

Society that may be formed of all the Purchasers of other flat in the said building and/or on the said property. More over the Developers shall be entitled to use the additional F.S.I. of the said plot (if permitted) at somewhere else on any other plot.

29. (a) The Purchaser hereby covenant, agree and undertake to sign such consent letters and other papers as may be required by the Developers from time to time for availing of the benefit of construction of the additional floors area and/or structures as per the rules and regulations of the local authority;
 - (b) The Purchaser shall from time to time sign all applications, papers and documents, and do all such acts, deeds, matters and things as the Developers and/or the society may require for safeguarding the interest of the Developers and/or the Flat Holder and the other purchasers of the said flat in the said building;
30. If any local body or authority requires any additional sub-station to be put on the stipulated property beyond the existing one, the costs, charges and expenses of the land and structure thereof shall be borne and paid by all the Purchasers of the flat in the said building including the Purchaser herein in proportion with the area of their respective flat.
31. The Purchaser hereby agrees and binds himself to pay to the Developers or to the said Society when formed, as the case may be, such amounts as may be required to be paid in respect of the society office charges, garden, cable charges, development charges and similar other disbursements as and when demanded by the Developers and the same shall be paid by all the purchasers of the flats/terraces/open or covered parking spaces.
32. (a) The Purchaser hereby agrees and binds himself to pay to the Developers or to the said Society when formed, as the case may be, such amounts as non-interest bearing deposit or otherwise as may be required to be paid in respect of electricity meter deposit, water meter charges, deposits and similar other deposits/disbursements as and when demanded by the Developers and the same shall be borne and paid by all the purchasers

of the flats/terraces/flat in proportion to the area of respective flats/terraces/flat;

- (b) The Purchaser agrees to pay to the Developers within 7 days on demand the Purchaser's SHARE of such deposit;
 - (c) The Development and/or betterment charges or other levy by the concerned local authority, Government and/or any other public authority in respect of the said land and/or buildings shall be borne and paid by the Purchaser along with all the Purchasers of flats in the Building in proportion to the floor area of their respective flat;
33. The Developers or any person or persons nominated by the Developers or the party/s to whom the rights concerned under this clause are assigned shall have an absolute right to make additions, put up additional structures as may be permitted by the Municipal Authorities / Village Panchayat and other competent Authority and such additions, alterations and structures will be the sole property of the Developers or their nominee or nominees as the case may be who will be entitled to dispose off the same in any way they choose and the Purchaser hereby consents to the same. The Developers and/or their nominee or assigns shall be entitled to display advertisements or hoardings or sign boards or neon signs LED screens LOGO of project or of builder's brand name on any portion of the compound comprised in the said flat including the terrace walls, parapet walls and compound walls and shall be exclusively entitled to the income that may be derived by display of the said advertisements or hoardings at all times hereafter. The Developers and/or their nominees or assigns shall also be entitled to install cables, satellite and communication equipments, V-Sat Antenna and Broadcasting and Communication Towers on the Terrace of the buildings and to appropriate the entire income or consideration in respect thereof for themselves. The Agreement with the Purchaser in the said building is subject to the aforesaid rights of the Developers or their nominee or nominees or assignees and the Purchaser shall not be entitled to raise any objection or to any reduction in the price of the flat/garages/parking spaces agreed to be acquired by him / her / them / itself and/or compensation or damages on the ground of inconvenience or any other ground whatsoever AND IT IS HEREBY AGREED that the

Developers shall be entitled to nominate any other person or persons to obtain the benefit of the rights and interest conferred by this clause or to assign such benefits, rights and interest in favour of other persons. Such nominee or assignee shall be admitted as member/s of the said Co-operative Society, to whom the said Building will be transferred in pursuance of the provisions hereinafter contained provided further that neither of the Purchaser or the Society, shall be entitled to charge the Developers and/or its nominee or assignees any amount by way of maintenance or otherwise in respect of the rights and benefits conferred upon them by this clause.

34. The Purchaser will not be entitled to any rebate and/or charge for alteration and additions made in the said Building.
35. The Purchasers shall not in any manner cover the windows with safety grills or otherwise save and except if permitted by the Builder and in accordance with the specification and design as may be suggested by the Developers. Any damage caused to the facade of the building or the elevation by the Purchaser by reason of covering any windows contrary to the specification and design approved by the Builder shall render the Purchaser liable not only to damages but to termination of this Agreement and forfeiture of amounts paid hereunder.
36. The Flat Holder shall not at any time demolish or cause to be demolished the said flat or any part thereof nor shall at any time make or cause to be made any additions or alterations of whatsoever nature to the said flat or any part thereof nor any alteration in the elevation and outside colour Scheme of the said flat and shall keep the partition walls, sewers, drains, pipes in the said flat and appurtenances thereto in good tenantable repairs and condition and in particular so as to support, shelter and protect the other parts of the said building and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. Partis or other structural members in the said flat or change the location of the kitchen or washrooms provided in the said flat without the prior written permission of the Developers and/or the Society. Any breach of these conditions shall cause this Agreement to be ipso facto to come to an end and the earnest monies and all the other amounts paid by the Purchasers to the Developers shall stand forfeited. The Developers shall be entitled to recover further amounts from the Purchaser to compensate for the

damage so caused and the Purchaser hereby consents to the same. The decision of the Developers in this regard shall be final and binding upon the Purchaser who shall not dispute the same.

37. The Purchaser shall at his own costs carry out all internal repairs of the said flat and maintain it in the same condition, state and order in which it was delivered to the Purchaser and shall not do or suffer to be done anything in or to the said flat which may be against any rules, regulations and bye-laws of the concerned local authority or other public authorities and the Purchaser shall be responsible to the concerned Local Authorities and/or the other public authorities for anything so done in connection with the said Building and/or the said flat and shall be liable for the consequences thereof.
38. The Purchaser shall not do or permit to be done any act, deed, matter or thing which may render void or voidable any insurance of the building in which the said flat are situated or cause any increased premium to be payable in respect thereof. The Purchaser shall not decorate the exterior of his/her/its/their flat/parking space otherwise than in the manner agreed to with the Developers or in the manner as far as may be in which the same was previously decorated.
39. The Purchaser shall not throw dirt, rubbish, rags or refuse or otherwise permit the same to be throw in any portion of the Building or the compound in which the said flat are situated.
40. (a) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flat or of the said plot and building or any part thereof. The Flat Holder shall have no claim save and except in respect of the flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, stair cases, terraces, recreation spaces, etc. will remain the property of the Developers. It is agreed that the Purchaser will have no objection if the Developers decide to sell any portion under the stilt to the persons not being the Purchasers of the flat in the said building. The Purchaser and the Proposed Society shall admit the said purchasers as their nominal members. The Purchaser will not take any objection if the Prospective Purchasers enclose or cover their respective portion under the stilt

subject to necessary permission from Municipal Authorities or other concerned authorities;

- (b) The parking spaces reserved and provided to the Purchaser as and by way of additional amenities will be subject to the rules and regulations as may be framed by the Co-operative Society of Purchasers/purchasers and the Purchaser will be required to abide with all such rules, regulations and directions as may be imposed by the Co-operative Society of Purchasers/purchasers.
- (c) Nothing contained in these presents shall be construed to confer upon the Purchaser any right, title or interest of any kind whatsoever into or over the said buildings or land or any part thereof and such conferment shall take place only on the execution of the Deed of Lease Assignment/ Conveyance hereinafter mentioned in favour of the Co-operative Society/Limited Company/Condominium of the Purchaser/Flat Holder/s of different flats/garages/parking spaces in the building as hereinafter stated;
- (d) The Co-operative Society and/or Association of Purchasers and Purchasers of flat in ~~the proposed building under construction~~[Coexist Project](#) shall in terms of the requirements of the Planning Authority viz the Municipal Authorities / Village Panchayat be required to preserve and maintain all documents, Plans, periodical Audit Reports, Repair history, and to check and carry out fire safety audit from time to time as per the requirement of Chief Fire Officer through the agency of Municipal Authorities / Village Panchayat. Accordingly the Co-operative Society and/or Association of Purchasers and Purchasers shall always maintain and preserve (a) Ownership Documents (b) Copies of I.O.D.; C.C subsequent amendments, O.C.C.; B.C.C. and corresponding canvass mounted plans, (c) Copies of soil investigation reports, (d) R.C.C. details and canvass mounted structural drawings, (e) Structural stability certificate from Licensed Structural Engineer, (f) Structural Audit Reports, (g) All details of repairs carried out in the buildings, (h) Supervision certificate issued by the Licensed site supervisor, (i) Building completion certificate issued by Licensed Surveyor/Architect,

(j) N.O.C. and completion certificate issued by the C.F.O. and (k) Fire safety audit carried out as per the requirement of C.F.O. and ensure that the same are made available from time to time as may be required by the Municipal Authorities or any of its agencies.

41. The Purchaser agrees not to transfer, assign, or part with his/her interest in the said flat until the payment of the entire purchase consideration and all the other dues payable under these are paid and obtained the prior written consent of the Developers. The Purchaser agrees to pay a transfer fee of Rs./- (Rupees only) per. Sq. mtrs. to the Vendors/Developers in the event of the Vendors/Developers consenting to such transfer.
42. The Purchaser and the persons to whom the said flat are sub-let, let, transferred, assigned or given possession of shall duly and faithfully abide by, observe and perform all the rules, bye-laws and regulations which the Co-operative Housing Society at the time of registration may adopt, and the additions, alterations or amendments thereof for the protection and maintenance of the said building the said flat and other portions therein and for the observance and carrying out of the Building rules and regulations and the bye-laws for the time being of the Municipality and to the local authorities and of the Government and other public Bodies. The Purchaser and the person to whom the said flat are let, transferred, assigned or given possession of, shall duly and faithfully abide by, observe and perform all the stipulations and conditions laid down by such co-operative society regarding the occupation and use of the Building and/or the flat therein and shall pay and contribute regularly and punctually towards the taxes, expenses and the other outgoings under any head and of any nature whatsoever in accordance with the terms of this Agreement.
43. On the completion of the said Building and upon the completion of the Future phases –and the entire development of the property described in the First Schedule hereunder written and on receipt of by the Developers of the full payment of all the amounts due to them by all the Purchasers of the flat in the said Building and other structures (if permitted) the Purchasers shall cooperate with the Developers in forming and registering a Co-operative Housing Society or condominium, the rights of members of such Co-operative

Society or condominium being subject to the rights of the Developers under this Agreement and the Deed of Conveyance to be executed in pursuance thereof to be executed in favour of the Cooperative Society of all the Purchasers.

44. The Advocates and Solicitors of the Developers shall prepare and/or approve the Deed of Conveyance and all other documents to be executed in pursuance of this Agreement as also the bye-laws in connection with the formation, registration and/or incorporation of the Co-operative Society. All costs, charges and expenses of and including Stamp Duty, Registration Charges and all other expenses including of whatsoever nature in connection with the formation of the Co-operative Society and the preparation and execution of the Deed of Conveyance and its duplicate and other assurances, if any, in pursuance hereto shall be borne and paid by all the Purchasers of the flats, and other flat in the said building on the said property in proportion to the area of their respective flat and/or by such Co-operative Society comprising of the Purchaser as the members thereof.
45. (a) The Stamp Duty and Registration Charges and all other out of pocket expenses of and incidental to this Agreement shall be borne and paid by Purchaser alone and this Agreement shall be lodged for Registration by the Purchaser within the time prescribed under law and the Developers will attend the Sub-Registry Office and admit the execution thereof after the Purchaser giving copy of lodgment receipt for informing them the date and Serial Number under which it is lodged for registration. If the Purchaser/s fail/s to lodge this Agreement for Registration within the time prescribed by law, and also fails to inform to the Developers, the Developers shall not be responsible for the same or for any consequences arising from non-registration of the Agreement for any reason whatsoever. The Purchaser shall also be liable to bear and pay the proportionate stamp duty and registration charges that may be payable on the said Indenture of Conveyance/Assignment/Lease. The Purchaser will deposit with the Developers the necessary amount for the purpose whenever demanded and in any event before he/she/it/they is/are put in possession of the said flat;

- (b) The Purchaser hereby agrees to pay on demand the Purchaser's Share of Stamp Duty and Registration Charges, payable, if any, by the said Society on the Conveyance or any other document or instrument of transfer in respect of the said land and buildings to be executed in favour of the Society;
46. In the event of the Society of Purchasers being formed and registered before the Sale and disposal of by the Developers of all the flats, garages, parking spaces, shops in the said building and all other buildings in the said property, the power and authority of the Society shall be subject to the overall control and authority of the Developers in respect of any of the matter concerning the said property and/or the said building, the construction and completion thereof and all the amenities appertaining to the same and in particular the Developers shall have absolute authority and control as regards the unsold flats, terrace, parking spaces (Open or Covered) and any other flat and the disposal thereof and the consideration for which the same shall be disposed off. It is further agreed that the purchasers of the said unsold flat shall be admitted as members of the Society without levy of any premium or transfer fee. The Society in such event will only be entitled to levy share subscription amounts and membership application fee.
47. The provisions of this agreement have been read and fully understood by the Purchaser hereto
48. The Purchaser has hereby given his/her/their express consent to the Developers to create a mortgage of the said property in favour of Bank or financial institution.
49. Any tax as a sale or otherwise in whatever form either as a whole or in part or any inputs or labour or material or equipment used or supplied in execution of or in connection with this transaction including G.S.T. service tax/charges, etc. by whatever nomenclature levied shall be payable by the Flat Purchaser/s along with other Flat/flat Purchasers on demand and the Owners shall not be held liable or responsible in respect thereof. In the event of onus and responsibility being cast upon the Developers to pay any such service tax or service charge including as may be levied on the labour charges it shall be the obligation of the Flat Purchaser to pay the same to the Developers who shall thereafter pay

the same to the Concerned Authority. The Purchasers agree to pay such taxes may be payable and levied by concerned authority. The Purchaser also agrees to promptly pay the T.D.S. deducted relating to payments made to the Developers in the Income Tax treasury and issue forthwith the requisite certificate/confirmation in the matter.

SCHEDULE – I

(DESCRIPTION OF THE SAID PROPERTY)

ALL THAT property known as “PAITHAN” or “DURIG”, admeasuring 9497 sq. mts., which was earlier shown as admeasuring 8575 sq.mts, situated at Village Salvador do Mundo, within the jurisdiction of Village Panchayat of Salvador do Mundo, Taluka and Sub District of Bardez, District of North Goa, State of Goa, described in the Land Registration Office under no. 2756 at folio 230 of Book B-19, not enrolled in the Taluka Revenue Office, surveyed under survey no. 128/2 and said property, admeasuring 9497 sq. mts. is bounded as under:-

ON THE EAST : by the property surveyed under nos. 118/2 to 6;
 ON THE WEST : by the property surveyed under no. 115/2;
 ON THE NORTH : by the property surveyed under nos. 118/1 and 128/1;
 ON THE SOUTH : by the property surveyed under nos. 116/7 to 15.

SCHEDULE – II

(DESCRIPTION OF THE SAID PORTION OF LAND)

ALL THAT portion of land, admeasuring 8575 sq. mts. forms the part of the property more particularly described in SCHEDULE – I hereinabove written and said portion of land is bounded as under:-

ON THE EAST : by the property surveyed under nos. 118/2 to 6;
 ON THE WEST : by the portion of property surveyed under no. 128/2;
 ON THE NORTH : by the property surveyed under nos. 118/1 and 28/1.
 ON THE SOUTH : by the property surveyed under nos. 116/7 to 15.

SCHEDULE – III

(DESCRIPTION OF THE SAID PLOT)

ALL THAT PLOT of land, admeasuring 922 sq. mts. forms the part of the property more particularly described in SCHEDULE – I and II hereinabove written and said plot is bounded as under:-

ON THE EAST : by the portion of property surveyed under survey no. 128/2;
 ON THE WEST : by the property surveyed under no. 115/2;
 ON THE NORTH : by the property surveyed under no. 128/1 & property surveyed under no. 115/2;
 ON THE SOUTH : by the property surveyed under survey no. 115/2.

SCHEDULE – IV

(DESCRIPTION OF THE FLAT)

ALL THAT FLAT, BEARING FLAT NO.____, with -, admeasuring 195.58 sq. mts. Carpet area on the _____ FLOOR, in Wing ‘___’ of building [Phase II](#) project “COEXIST” along with the proportionate undivided share in the said portion of land and said plot, the said Wing ‘G’ of building project known as “COEXIST”, is erected in the said property and said Plot, more particularly described in the SCHEDULE hereunder written

The said FLAT is shown in Red colour in the annexed Plan hereto.

SCHEDULE - V

(BUILDING SPECIFICATIONS)

STRUCTURE: R.C.C. Framed structure of columns, beams and the slab.

WALL: INTERNAL: BRICK/LATERITE (KUDACHI) MASONRY IN CEMENT MORTAR.

EXTERNAL: Laterite / Bricks / Concrete block masonry in cement mortar.

WALL FINISH: INTERNAL: Internal walls will be plastered with one coat of cement motor and finished smooth with Nero Finish all wall surfaces will be painted in OBD and ceiling with white wash.

EXTERNAL: Sand faced cement plaster painted with cement paint.

FLOORING: Vitrified tiled flooring with 4” ceramic skirting in living room and rest all rooms shall be with ceramic tiles.

Opening of the flats: Main door frame shall be teakwood vinier, other doors shall be of commercial flush door on Sal/matti/cement concrete, precast frames. Aluminum sliding windows in all rooms.

TOILET / BATHROOM: Bathroom blocks shall consist of an European/Indian Commode and a shower rose. Sanitary ware to be white or off white in colour. Other colors optional are charges extra. All toilets and baths to be provided with good quality ceramic tiles. Dado to a height of 2.00 mts.

KITCHEN: Modular Kitchen without chimney hob.

WATER SUPPLY: Water supply by way of underground sums and pump and overhead tanks. Concealed plumbing and pipeline shall consist of PVC pipes & for hot water lines of CPVC.

ELECTRICAL INSTALLATION:

| | |
|--------------------|---|
| <u>BEDROOM</u> | 1 Ac point 1 TV Point 1 telephone point 2 light point 2 Plug point 1 ceiling fan point |
| <u>KITCHEN</u> | 2 light point 2 (15) amps 1 (5) amps 1 ceiling fan point |
| <u>LAVATORY</u> | 2 Light point each |
| <u>BATHROOM</u> | 1 (15) amps for geyser 1 (5) amps |
| <u>LIVING ROOM</u> | 2 light point 1 ceiling fan point 1 (5) amps 1 (15) amps 1 telephone point 1 cable point 1 Ac Point |
| <u>BALCONY</u> | 1 Light point |
| <u>MAIN DOOR</u> | 1 Bell point *Anchor / Finolex |

All fixtures, including fans are to be provided by the PURCHASERS.
Extra electrical points shall be charged separately.

SCHEDULE - VI

| Sr.No. | Stages of Payment | Payment (%) |
|--------|---|-------------|
| 1 | Booking Amount | 10.00% |
| 2 | On the execution of this Agreement | 20.00% |
| 3 | On Completion of the Plinth of G Wing | 15.00% |
| 4 | On Completion of the 1st Slab of G Wing | 5.00% |
| 5 | On Completion of the 2nd Slab of G Wing | 5.00% |
| 6 | On Completion of the 3rd Slab of G Wing | 5.00% |
| 7 | On Completion of the 4th th Slab of G Wing | 5.00% |
| 8 | On Completion of the Last Slab of G Wing | 5.00% |
| 9 | On Completion of the Brick Work & Internal Plaster of the said premises/apartment | 5.00% |
| 10 | On Completion of Doors & Windows of the said premises/apartment | 5.00% |
| 11 | On Completion of staircase, Lift walls, Lift work and Lobbies of the floor of the said premises/apartment | 5.00% |
| 12 | On Completion of External Plumbing & External Plaster of the said premises/apartment | 5.00% |
| 13 | On Completion of Electrical work of the said premises / apartment | 5.00% |
| 14 | On Possession of the said premises/apartment being offered | 5.00% |
| | Total | 100% |

1. CHEQUE OF Rs...../-, BEARING NO DATED
 OF, BRANCH.

2. CHEQUE OF Rs...../-, BEARING NO DATED
 OF, BRANCH.

Total amount paid as on today Rs.-/-

SCHEDULE - V I I

(SCHEDULE OF ADDITIONAL EXPENSES TO BE BORNE BY
 THE PURCHASER)

I) EXPENSES TO BE BORNE AT THE TIME OF SIGNING THE
 AGREEMENT FOR SALE.

a) Stamp duty & Registration fee as applicable.

b) Advocate Fees

c) GST - & other Taxes as applicable.

IN WITNESS WHEREOF, the parties hereto have signed and executed
 this Agreement in the simultaneous presence of the witnesses signing below:

**SIGNED AND DELIVERED BY THE WITH IN NAMED
THE “VENDOR/DEVELOPER ” :-**

photo

(INFINITY DEVELOPERS PRIVATE LIMITED)

Through its DIRECTOR

MR. RAHUL RAMESH SHAH

LEFT HAND FINGER PRINTS

RIGHT HAND FINGER PRINTS

(i) _____

(i) _____

(ii) _____

(ii) _____

(iii) _____

(iii) _____

(iv) _____

(iv) _____

(v) _____

(v) _____

**SIGNED AND DELIVERED BY THE WITH IN NAMED
THE “PURCHASERS” :-**

photo

(ZARIWALA GHAZAFFER HUSSAIN RIZVI)

LEFT HAND FINGER PRINTS - RIGHT HAND FINGER PRINTS

(i) _____ (i) _____

(ii) _____ (ii) _____

(iii) _____ (iii) _____

(iv) _____ (iv) _____

(v) _____ (v) _____

IN THE PRESENCE OF WITNESSES:

1 _____

2. _____