

area allotted to the purchaser, the builder shall demand additional amount from the purchaser as per the next milestone of the payment plan. All these monetary adjustment shall be made at the same rate per square meter as agreed in clause 1(b) of this agreement.

- iv) The purchaser authorizes the builder to adjust/appropriate all payments made by him/her under any heads of dues against lawful outstanding, if any, in him/her name as the builder may in its sole discretion deem fit and the purchaser undertakes not to object/demand/direct the builder to adjust his payment in any manner.
- v) The builder may allow, in its discretion, a rebate for early payments of equal instalments payable by the purchaser on such terms and conditions as per the parties mutually agreed the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to an purchaser by the builder.

II. CONSIDERATION

- a) In consideration of the purchase of the said apartment inclusive of the stilted car park denoted under no.--- ---- as shown on the plan annexed to this agreement, the purchaser agree to pay a sum of Rs. ----- exclusive of applicable taxes such as GST, duties, levies, fees, deposits, etc. Specified in clause Via, b, and c, hereinafter written but includes infrastructure tax and as per the mode of payment specified in schedule No.VI to be in line with the progress of construction provide therein.
- b) A sum of Rs.-----/- will be kept as an Earnest money deposit (EMD) component.
- c) Time is essence for the BUILDER/SELLER/PROMOTER as well as the PURCHASER/S ALOTEE/S. The BUILDER /SELLER/PROMOTER/ Shall abide by the time scheduled for completing the project and handing over the SAID

APARTMENT to the PURCHASER/S ALOTEE/S and the common areas to the association of the PURCHASER/S ALOTEE/S after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the allottees have paid all the consideration and other sums due and payable BUILDER/SELLER/PROMOTER as per the agreements similarly, the PURCHASER shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the agreement subject to the simultaneous completion of construction by the BUILDER SELLER/PROMOTER as provided in the payment schedule.

- d) The PURCHASER/S ALOTEE/S agrees to pay the BUILDER/SELLER/PROMOTER/ interest as specified, on all the delayed payment which become due and payable by the PURCHASER/S ALOTEE/S to the BUILDER/SELLER/PROMOTER under the terms of this agreement from the and said amount is payable by PURCHASER/S ALOTEE/S to the BUILDER/SELLER/PROMOTER. Without prejudice to the BUILDER/SELLER/PROMOTER to charge interest on the delayed payment on the PURCHASER/S ALOTEE/S, time committing default in payment on due date of any amount due and payable by the PURCHASER/S ALOTEE/S to the BUILDER/SELLER/PROMOTER under this agreement (including his/her proportionate share of taxes and other outgoings) and on the PURCHASER/S ALOTEE/S committing three defaults in payment of any of the installments in SCHEDULED No.Vi on their respective due dates, time being the absence of this agreement, and/or observing and performing any of the terms and conditions of this agreement, the BUILDER/SELLER/PROMOTER shall without prejudice to the other rights reserved, be liberty to terminate this agreement provided the BUILDER/SELLER/PROMOTER shall give a prior written notice of fifteen days by

registered post AD at the address provided by the by the PURCHASER/S ALOTEE/S or mail at the email address provided by the PURCHASER/S ALOTEE/S of his/her/their intension 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 PURCHASE/S ALOTEE/S fails to rectify the breach or breaches mentioned by the PURCHASER /S ALOTEE/S within the period of notice and the end of such notice period, BUILDER/SELLER/PROMOTER shall be entitled to terminate this agreement.

The BUILDER/SELLER/PROMOTER shall, however ,on such termination, refund to the PURCHASER/S ALOTEE/S (subject to adjustment and recovery of any agreed amount such as EMD component of Rs...../- but without any further amount by way of interest or otherwise)within a period of 60 days, amount which may have till then been paid by the PURCHASER/S ALOTEE/S to the BUILDER/SELLER /PROMOTER and the BUILDER/SELLER/PROMOTER shall not be liable to pay to the PURCHASER/S ALOTEE/S any interest on the amount so refunded.

On the BUILDER/SELLER/PROMOTER terminating this agreement under this clause, the BUILDER/SELLER/PROMOTER shall be at liberty to allot ,sell and dispose of the SAID APARTMENT to any other person /s of its choice as the BUILDER/SELLER /PROMOTER may determine and determine and the PURCHASER/S ALOTEE/S shall not be entitled to question this act of the BUILDER/SELLER/PROMOTER or to claim any amount from the BUILDER/SELLER/PROMOTER by way of compensation or otherwise.

The BUILDER/SELLER/PROMOTER shall have control over the SAID APARTMENT being the owner thereof such time the payment of the entire amount which the PURCHASER/S ALOTEE/S is/are or may be found liable to pay the BUILDER/SELLER/PROMOTER under the terms and conditions of this agreement is realized.

The fixtures and fittings with regard to the flooring and sanitary fitting and amenities like one or more lifts with particular brand, or its equivalent or price range (if unbranded) to be provided by the BUILDER/SELLER/PROMOTER in the SAID BUILDING and SAID APARTMENT as are set out in annexure annexed hereto.

III DELIVERY, USE AND MAINTAINANCE OF THE SAID APARTMENT.

The BUILDER/SELLER/PROMOTER hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restriction if any, which may be have been imposed by the concerned by the competent authority at the time of sanctioning said plans or thereafter and, shall before handing over possession of SAID APARTMENT to the PURCHASER/S ALOTEE/S, obtain from the concerned competent authority occupancy and/or completion certificate in respect of the SAID APARTMENT .the BUILDER shall give possession of the SAID APARTMENT for use and occupation to the PURCHASER/S ALOTEE/S on or before _____ day of _____ 20 _____ PROVIDED

- i) Full consideration and all the amounts due and payable by the purchaser under this agreement have been paid by the purchaser to the Builder promptly and
- ii) The purchaser signs and executes all applications and documents required for the formation of society as may be decided by the Builder in his capacity as a CHIEF PROMOTER as envisaged hereinafter under this agreement.

C) The builder shall upon receipt of the requisite occupancy certificate and payment made by the purchaser as per the agreement by a notice in writing intimate the purchaser to take delivery and possession of the said apartment within 30 days from the date of receipt of such notice and the builder shall give possession of the said apartment to the

deemed to have taken possession and delivery of the said apartment. The builder agrees and undertakes to indemnify the purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Builder.

c. Upon receiving a written intimation from the Builder, the purchaser shall take possession of the said apartment from the builder by paying all amounts executing all the indemnities, undertakings and such other documentation as specified as per the agreement within 30 days of the written notice /intimation from the builder to the purchaser intimating that the said apartment is ready for use and occupancy and the builder shall give possession of the said apartment to the purchaser.

The purchaser agrees to pay the maintenance charges as determined by the builder or the society as the case may be.

In case the purchaser fails to take possession within 30 days of the written notice/intimation from the builder, then the purchaser shall continue to be liable to pay maintenance charges as applicable including all Government rates, charges, taxes, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said project and the buildings constructed thereon.

The responsibility/liability for the maintenance of the said Apartment in "-----" shall be of the respective purchasers and also the maintenance cost proportionate to the extent of the carpet area of the apartments towards the common amenities provide in "-----" shall solely be that of the respective purchasers.

e) The builder upon giving the intimation as stated above, shall be deemed to have completed the said apartment in accordance with the agreement in all

aspect and shall not be responsible in any manner whatsoever, if the purchaser delay/s taking delivery of the said apartment.

- e) The builder shall not incur any liability if they are unable to deliver possession of the said apartment by the date stipulated in clause no.III (a) hereinabove if the completion is delayed for reason of war, civil commotion or any act of god or if any non delivery of possession arising out of or as a result of any notice, order rule or notification/approval of the Government, agitation or any other public or competent authority, and court or for any other reason beyond the control of Builder and in any of the aforesaid events the Builder shall be entitled to an extension of time corresponding to the extent of the length of such event for delivery of possession of the said apartment.
- f) If the builder fails to abide by the time schedule for completing the project and handing over the Said Apartment to the purchaser, the Builder agrees to pay to the purchaser, who does not intend to withdraw from the project, interest as specified, in the rules on all the amounts paid by the purchaser, for every month of delay, till the handing over of the possession.
- g) If for reasons other than those in clause no.III(e) above, the Builder is unable to or fails or neglects to give possession of the said apartment to the purchaser within the date specified in clause no.iii(a) above, or within any further date or dates agreed to by and between the parties hereto, then and in such case, the purchaser shall be entitled to give notice to the builder terminating the agreement, in which event, the builder shall on demand refund to the purchaser the amounts already received by him/her/them in respect of the said apartment with interest as specified in the rule from the date of receipt of such amount till repayment.
- h) The Builder shall also pay to the purchaser by way of

liquidated damages in respect of such termination an amount of Rs.25,000/- as full and final claim. Neither party shall have any other claim/s or reliefs including the claims on the basis of mental agony or otherwise against the other in respect of the non-delivery of the said apartment or arising out of this agreement and the builder shall be at liberty to allot, sell and dispose off the said apartment to any other persons for such consideration and upon such terms and conditions as the Builder may deem fit.

i) the PURCHASER/S ALOTEE/S shall use the SAID APARTMENT or any part thereof for the purpose of residence or any purpose which is permissible as per the prevailing laws. THE PURCHASER/S ALOTEE/S shall not carry out any acts or any activities which are obnoxious, antisocial, illegal or prejudicial to the norms of decency or etiquette which cause a nuisance or inconvenience to the other apartment PURCHASER /S in the said complex "-----". In case the allottees desires to let out the said apartment on rent/lease, than in such event the purchaser shall fulfill all requirements as per law in force as per applicable for leasing out premises including obtaining permission from police department. The PURCHASER/S ALOTEE/S shall indemnify the BUILDER/SELLER/PROMOTER of any consequences arising out of such event . the number of people accommodate shall not exceed the norms specified by the authorities. the said tenant shall behave in such manner which is not obnoxious, antisocial ,illegal or prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenient to the other apartment purchaser/s in the said complex"-----"

The PURCHASER/S ALOTEE/S shall not let, sub-let, sell, transfer, assign or part with their interest or benefit factor of this agreement or part with possession of SAID DEPARTMENT or parking area /slot

until all the dues payable by them to the BUILDER/SELLER/PROMOTER under this agreement are fully paid up and that too only if the PURCHASER/S ALOTEE/S have not been guilty of breach or non-observance of any of the terms and/or conditions of this agreement and until they obtain/s the previous consent in writing of the BUILDER/SELLER/PROMOTER.

DEFECTS/DEFIENCY -EXTENT OF COVERAGE.

If within a period of five years from the date of handing over the SAID APARTMENT to the PURCHASER/S ALLOTEE/S, the PURCHSER/S ALOTEE/S, brings to notice of the BUILDER/SELLER/PROMOTER any structural defects in the SAID APARTMENT or SAID BUILDING in which the SAID APARTMENT is situated or any defects on accounts of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the BUILDER/SELLER/PROMOTER at his own cost and in case it is not possible to rectify such defects, then the PURCHASER/S ALOTEE/S shall be entitled from the BUILDER/SELLER/PROMOTER, compensation for such defects in manner as provided in the act. in case the PURCHASER/S ALOTEE/S carryout any work within the SAID APARTMENT after taking possessing resulting in the cracks dampness or any other defect within or to the adjoin apartment/s then in such an event the BUILDER/SELLER/PROMOTER shall not be liable to rectify or pay compensation but the BUILDER/SELLER/PROMOTER may offer services to rectify such defects with nominal charges. hairline cracks dampness caused due to settlement, humidity variations in temperature, electrical conduits etc cannot be considered as defective work.

The BUILDER/SELLER/PROMOTER shall not be responsible for absorption of certain colour pigments resulting in stains by vitrified tiles and consequently the PURCHASER/S ALOTEE/S are advised to avoid spillage of colour pigment, turmeric, vermilion powder etc on tiles.

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 SAID APARTMENT shall equally applicable to and enforceable against any subsequent allottee/s in case of a transfer, as the said obligation go along with SAID APARTMENT for all intent and purposes.

d) The Purchaser himself/themselves with intention to bring all persons into whosoever hands the apartment may come, hereby covenants with the Builder as follows:

i) The purchaser from the date of possession maintain the said apartment, the walls, partitions walls, sewers, drains, pipes and appurtenances thereto, at their cost, in good and tenantable repairs and condition and shall not do or suffer to be done anything in or to the said apartment or to the said building in which the said Apartment is situated and/or common passages, or the compound which may be against the conditions or rules or bye-laws of the village Panchayat or any other Authority or change /alter or make addition in or to the building in which the said Apartment is situated and the said apartment itself or any part thereof without the consent of the local authorities, if required and shall attend to and answer and will be responsible for all actions and violation of any such conditions or rules or bye-laws.

ii) Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building in which the said apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the said Building in which the said apartment is situated, including entrances of the said building in which the said Apartment is situated and in case

any damage is caused to the said Building in which the said Apartment is situated or the said apartment on account of negligence or default of the purchaser in this behalf, the purchaser shall be liable for the consequences of the breach.

- iii) To carry out at his own cost all interior repairs TO THE SAID APARTMENT and maintain the Said apartment in the same condition, state and order in which it was delivered by the Builder to the purchaser and shall not do or suffer to be done anything in or to the said building in which the said Apartment is situated or the said apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In contravention of the above provision, the purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the said building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repairs and condition, and in a particular, so as to support shelter and protect other parts of the said building in which said apartment is situated and shall not chisel or in any other manner cause damage to columns, walls, slabs or RCC, pardis or other structural members in the said Apartment without the prior written permission of the Builder and /or the Society or the association.
- v) Not to throw dirt, rubbish, garbage or other refuse or permit the same to be thrown from the said apartment in the compound or any portion of the project land and the building in which said Apartment is situated.
- vi) The purchaser shall permit the builder and their surveyors and agents, with or without workmen and other person at all reasonable times to enter into and upon the

said apartment or any other part thereof at all reasonable times to view and examine the state and condition thereof and the purchaser shall consent within three days of the builder giving a notice in writing to the purchaser to that effect, to attend to all defects, decay and requirements of the repair, and also for the purpose of making repairs, maintaining, rebuilding, cleaning, lighting and keeping in order and condition all the services, drains, pipes, cables, water courses, gutters, wires, partition walls and structure and other conveniences belonging to or serving or used for the said building, and also for the purpose of laying, maintaining, repairing and testing drainage, and water pipes and electric and communication wires and cable and for similar other purposes and for all other purposes contemplated by and under this agreement.

- vii) The purchaser shall observe and perform all the Rules and regulations which the society and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of said building and the apartment therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The purchaser shall also observe and perform all the stipulations and conditions laid down by the society regarding the occupancy and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

V) ALLOTMENT OF CAR PARKING AREA/SLOT

- a) The purchaser along with the said Apartment has been allotted the stilted car park denoted under no.----- as shown on the plan annexed to this agreement.
- b) During the subsequent sale of the said apartment by the Purchaser, the same shall be along with the car park so far

in relation to the subsequent purchaser/s of the said apartment wherein the builder is going to be a confirming party along with the society.

VI) TAXES AND OUTGOINGS:

- A) All applicable taxes, development/betterment charges or deposits including G.S.T. shall be payable by the purchaser as per the stipulated percentage of the sale consideration as applicable from the date of taking possession of the said apartment. The purchaser shall be liable to pay the house tax and all other taxes, charges, assessments, levies etc. by whatever name called. The Builder shall not be responsible for any default in payment of such taxes thereafter.
- B) Within 30 days after notice in writing is given by the Builder to the purchaser that the said apartment is ready for use and occupancy, the purchaser shall be liable to bear and pay the proportionate share (I.e. in proportion to the carpet area of the said apartment) of outgoings such as local taxes, betterment charges or such aother levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, caretaker, sweepers and all other expenses necessary and incidental to the management and maintenance of the project -----.

VII. VARIATION IN PLANS:

- a) The Builder shall have to obtain prior consent in writing of the purchaser in respect of variations or modification which may adversely affect the said apartment of the purchaser except any alteration or addition required by any Government authorities or due to change of law.
- b) Under no circumstances the purchaser shall be permitted to make structural changes or any other change in the said apartment nor any such request shall be entertained from the purchaser. In the event

the purchaser desires to make any changes or additions within the said apartment to the standard specifications, subject to the overall approval of the authorities concerned, than in such an event the the builder shall not be responsible for the functional effectiveness and efficacy of the extra item of work.

VIII. FORMATION OF ENTITY

A) The builder shall form an Association/Entity within 3 months from the date of which at least 51 percent of the total number of allottees in the project----- have booked their apartment. Upon realization by the Builder of the full payment of the amounts due and payable to them by all the purchasers of all the apartments in the said plot., the builder shall facilitate the purchaser along with other allottees in his capacity as chief promoter (being owner/developer/promoter of the said plot in forming and registering an Apex body in the form of Society consisting of all such entities and the purchaser along with other allottees of apartments shall join in forming and registering the society to be known by such name as the builder may decide for owning and /or maintaining the said plot/developed area and in getting conveyed the said plot in the name of society within 3 months of obtaining occupancy certificate for the final phase of the Development or alternatively in the event of the society is not formed, agreed to get conveyed the undivided impartiable and proportionate share in the said plot corresponding to the extent of the holdings of the respective Apartment proportionate to the carpet up area in the names of all the purchasers and further assist in the formation of General Society for the purpose of maintenance/upkeep of the buildings and complex in the said plot and for this purpose the purchaser shall 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 bye-laws of the of society proposed society and duly fill in, sign and return to the builder within seven days of the same being forwarded by the builder to the purchaser so as to enable the builder to register the common organization of the allottees. No objection shall be taken by the purchaser, if any, changes or modifications are made in the draft bye-laws, or the memorandum as may be required by the registrar of Co-operative societies or any other competent authority.

B) The PURCHASER/S ALOTTEE/S at the time of taking over of the SAID APARTMENT shall deposit with the BUILDER/SELLER/PROMOTER the amount corresponding to the stamp duty and registration charges as applicable for execution of the deed of sale at the time of handing over the possession of the SAID APARTMENT as also towards drafting and finalization of deed of sale and towards legal expenses and advocates fees to enable BUILDER/SELLER/PROMOTER to finalize the deed of deed as sale as and deemed fees. It is however clearly understood that in case of there being in the stamp duty and registration charges, the difference in the stamp duty and registration charges, in the same shall be payable /refundable to the PURCHASER/S ALOTTEE/S.

C) the PURCHASER/S ALOTTEE/S and the person/s to whom THE SAID APARTMENT is/are let, transferred, assigned or given in possession of, shall be governed by and shall observe and comply with bye-laws, rules and regulation that may be let down by the SOCIETY/ASSOCIATION/LIMITED COMPANY as may be applicable from time to time (as and formed).

(d The PURCHASER/S ALOTTEE/S shall be bound, from time to time to sign all papers and documents and to all acts, deeds and things as may be necessary from time to time, for safeguarding the interest of the BUILDER/SELLER/PROMOTER and of the other apartment purchases in " complex.

e) All papers pertaining to the admission to the society and the rules and regulations thereof as also all the necessary deeds/deeds of conveyance including the subsequent sale if any, till such time the admission is taken to the society shall be prepared by the advocate of builder.

f) The purchaser shall pay to the Builder their proportionate share for meeting all legal costs, charges and expenses, including professional costs of the attorney at Law/advocates of the builder in connection with formation of the said society and for preparing its rules, regulations and bye laws.

IX. UPKEEP OF COMMON AMENITIES AND EXPENDITURE RELATING THERETO

- A) It is clearly agreed and understood that the responsibility/liability with respect to the common amenities of "-----" is exclusively that of the purchaser of various premises in "-----" and or the society.
- B) The purchaser agrees and binds himself/themselves to contribute to the builder such amount as may be decided by the builder till formation of the society and furthermore to the society such amount as may be decided by the society after its formation as the case may be for the upkeep/governance and proper maintenance of the "said plot" and the building including the maintenance of common lights, water charges, watchman remuneration, maintenance of open

spaces garden, lift and care taker salary Etc, irrespective of the use of these value additions by the owners of the apartments. The obligation to pay shall start within 30 days after notice in writing is given by the builder to the purchaser that the said apartment is ready for use and occupancy.

X. INCREASE IN MAINTENANCE DEPOSIT ETC.

If the builder till such time the society is formed and the society after its formation ,is of the opinion that the amount fixed herein above will not sufficient for proper governance and upkeep of the said plot " " complex including the buildings thereon, then in such a situation the builder and or the society (as the case may be) shall have the power to increase the maintenance deposit with prior intimation to the purchaser and the purchaser shall take the same within 15 days from the date of such intimation and monthly recurring obligatory maintenance charges thereafter as per the revised rate and the decision of the builder in this regard as the case may be shall be final, conclusive and binding on the purchaser herein and all the purchasers of Apartments. Failure to Pay the builder and or to the society (as the case may be) as stipulated herein above , shall attract payment of simple interest of 12% (Twelve percent) per annum on the amount due and payable effective from the respective date till it is paid or realized. It is not obligatory for the builder or society to demand the same in writing , although a notice may be send to remind the purchasers only as the manner of courtesy.

XIII. GENERAL

The purchaser hereby confirm having taken inspection, to his/their full satisfaction, of the requisite documents of title of said plot and of the plans /approvals/License relating the said plot or said apartment"----) .

It is also understood and agreed by and between the parties hereto that , in respect to those apartment

located on the ----- /----- floor with horizontal flat roof of the purchaser is of such apartment have the in (optional) right to exclusively possess use and open terrace , space adjoining/ above to the respective apartment to the extend of built up area of the apartment. Similarly with respect to the terraces of all the building of the said phase the purchaser shall have the (optional) right to exclusively possess use and enjoy the open terrace space. However, no construction is permitted nor any roof garden is allowed to be put-up inorder to ensure the safety and to prevent probable damages (lickages ect.) to the slab beneath the open terrace.

b) the builder shall be at liberty to sell, assign, transfer or otherwise deal with their right, title, interest in the said plot and /or in the ---- ----- provided it does not in any way affect or prejudice the right of the purchaser in respect of the said Apartment.

c) The purchaser shall be bound to sign all the papers and documents and do all the things and matters of the builder may require from them from time to time in this behalf for safeguarding, interalia , the interest of the builder and the purchaser as well.

d) That all notices to be served on the purchaser and the builder as contemplated by this agreement shall be deemed to have been duly served if sent to the purchaser or the Builder by registered A.D. or notified Email ID/under certificate of posting/ courier service agency at their respective addresses.

e) The Purchaser hereby gives his/their express consent to the builder to raise any loans against the said plot and or "-----" and or the complex "-----" and to charge/mortagage the same with any Bank or Banks or any other party. This consent is however on the express understanding that the builder shall ensure to

have any such charge/mortgage on the said apartment completely vacated before the said apartment is handed over to the purchaser for delivery and possession under this Agreement.

f) After the builder executes this agreement he shall not mortgage or create a charge on the said apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the purchaser who has taken or agreed to take the said apartment.

g) Place of execution- The execution of this agreement shall be complete only upon its execution by the Builder through its authorized signatory at the builder office, or at some other place, which may be mutually agreed between the builder and the purchaser, after the agreement is duly executed by the purchaser and the builder or simultaneously with the execution, the said agreement shall be registered at the office of the sub-registrar. Hence this agreement shall be deemed to have been executed at Quepem Goa.

h) Stamp duty and registration- The charges towards stamp duty and registration of this agreement shall be borne by the purchaser.

XIV REPRESENTATIONS AND WARRANTIES OF THE BUILDER/SELLER

The Builder hereby represents and warrants to the purchaser as follows-

- i) The builder has clear and marketable title with respect to the said plot as declared in the title report annexed to this agreement and has the requisite rights to carry out development

upon the said plot and also has actual, physical and legal possession of the said plot for the implementation of the project -----.

- ii) The builder has lawful right and requisite approvals from the competent authorities to carry out development of the project ----- and shall obtain requisite approvals from time to time to complete the development of the project -----.
- iii) There are no encumbrances upon the said plot or the project-----.
- iv) There are no litigation pending before any other court of law with respect to the said plot or the project -----.
- v) All approvals, licenses and permits issued by the competent authorities with respect to the said plot or the project ----- and the said building 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 said plot or the project ----- and said Building shall be obtained by following due process of law and the Builder has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said plot or the project-----.
- vi) The Builder has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the purchaser created herein, may prejudicially be affected.
- vii) The Builder has not entered into any agreement for sale and/or Development agreement or any other agreement/arrangement with any person or party with respect to the said plot or

the project----- or the said apartment which will, in any manner, affect the rights of purchaser under this agreement.

Viii) The builder confirms that the builder is not restricted in any manner whatsoever from selling the said apartment to the purchaser in the manner contemplated in this agreement.

ix) At the time of execution of conveyance deed of the structure to the society, the builder shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the society.

X) The builder has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates charges and taxes and other monies levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever payable with respect to the said plot or the project ----- to the competent authorities.

Xi) No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Builder in respect of the said plot or the project _____.

XV BINDING EFFECT:

Forwarding this agreement to the purchaser by the builder does not create binding obligation on the part of the builder or the purchaser until, firstly, the purchaser signs and deliver this agreement with all the schedules along with the payments due as stipulated in the payment plan within 30 days from the date of the receipt by the purchaser and secondly appears for the registration of the same before the concerned

sub-registrar as and when intimated by the builder. If the purchaser fails to execute and deliver to the builder this agreement within 30 days from the date of its receipt by the purchaser and/or appear before sub-registrar for its registration as and when intimated by the builder, then the builder shall serve a notice to the purchaser for rectifying the default, which if not rectified within 15 days from the date of its receipt by the purchaser, application of the purchaser shall be treated as cancelled and all sums deposited by the purchaser in connection therein including the booking amount shall be returned to the purchaser without any interest or compensation whatsoever.

XVI. DISPUTES/SETTLEMENT/LITIGATION/JURISDICTION

A) In the event any dispute or differences arising between the parties hereto in respect to this agreement or in respect of any provisions in this agreement, or any thing arising out of it, and/or about the performance of these presents or concerning any act or omission of any other party to the disputes or to any act which ought to be done by the parties in dispute or in relation to any matter whatsoever concerning this agreement shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Real Estate regulating authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, rules and regulations, thereunder.

B) That the rights and obligation 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 Chennai will have the jurisdiction

XVII) The possession of the said Apartment has not been handed over to the purchaser.

SCHEDULE I ABOVE REFERRED TO DESCRIPTION OF THE FIRST PROPERTY

All that property known as "CANCONA MORDI" situated at KAKUMODI, located within the limits of Village Panchayat of Xeldem, taluka and registration sub district of Quepem, District of South Goa, State of Goa, described in the Land Registration Office under no.5920 at pages 207 of Book B-5(old) however not enrolled in the taluka Revenue office, and surveyed under survey no.76/6/ of village Xeldem, of Quepem taluka.

SCHEDULE II

(DISCRIPTION OF The said property)

ALL THAT plot of land bearing lot no.5 admeasuring an area 5900 Sq.mts. of the first property surveyed under survey no.76/6 of village Xeldem, of Quepem taluka and bounded as under :-

on the East:- by the Panchayat road,

On the West:- By property surveyed under survey no.77/1 belonging to the Rul Diniz and others:

On the North:- By property surveyed under survey no.76/5-A belonging to Apolina Francisca Fernandes and others and;

On the South:- By property surveyed under survey no.76/7 belonging to the heirs of Late Antonio Fernandes.;

SCHEDULE III

(DISCRIPTION OF THE SAID PROPERTY)

All that plot bearing no.2 admeasuring an area of 3468 Sq. mts. from the said whole property bearing survey no.76/6

On the East: By the Panchayat road;

On the West: By property surveyed under survey no.77/1 belonging to the Rul Diniz and others;

On the North: By plot no.1 allotted to mr. Elvis Temudo and his wife Mrs. Binny Barbosa Temudo and,

On the south: By property surveyed under survey no.76/7 belonging to the heirs of Late Antonio Fernandes.

SCHEDULE IV

(DISCRIPTION OF THE SAID PLOT)

All that portion of area admeasuring 1468 Sq.mts. of the said property from the said whole property is bounded:

On the East: By the Panchayat road;

On the West: By property surveyed under survey no.77/1 belonging to the Rul Diniz and others;

On the North: By plot no.1 allotted to mr. Elvis Temudo and his wife Mrs. Binny Barbosa Temudo and,

On the south: By property surveyed under survey no.76/7 belonging to the heirs of Late Antonio Fernandes.

SCHEDULE NO.V

(DESCRIPTION OF THE SAID APARTMENT)

All that apartment no.--- having an carpet area approximately ---Sq.mts. along with --- sq.mts. of exclusive balcony/verandah/passage area appurtenant to the carpet area for the exclusive use of the purchaser and along with one stilted car park on the ---- floor no.--- building, in the housing complex, named ----- . The said apartment is/are shown delineated in red boundary line in the plan annexed.

SCHEDULE NO.VI

MODE OF PAYMENT

The purchaser has paid at the time of signing of this agreement a sum of Rs.----- (Rupees----- only) (not exceeding 10% of the total consideration) and the balance amount of Rs.----- (Rupees ----) in the following manner:

- i) Amount of Rs.-----/-(--) not exceeding 30% of the total consideration) 10% to be paid to the builder after registration of the agreement.
- ii) Amount of Rs.-----/-(--) not exceeding 45% of the total consideration) 25% to be paid to the builder on completion of the plinth of the said building.
- iii) Amount of Rs.-----/-(--) not exceeding 55% of the total consideration) 10% to be paid to the builder on completion of the second slab of the said building.
- iv) Amount of Rs.-----/-(--) not exceeding 70% of the total consideration) 15% to be paid to the builder on completion of the roof slab of the said building.
- V) Amount of Rs.-----/-(--) not exceeding 75% of the total consideration) 5% to be paid to the builder on completion of the walls, internal plaster, flooring doors, and windows of the said apartment.
- Vi) Amount of Rs.-----/-(--) not exceeding 80% of the total consideration) 5% to be paid to the builder on completion of the sanitary fittings, staircases, lift wells, lobbies, upto the floor level of the said apartment.
- Vii) Amount of Rs.-----/-(--) not exceeding 85% of the total consideration) 5% to be paid to the builder on completion of the external plumbing, and external plaster, elevation, terraces with waterproofing, of the said building or wing in which the said apartment is located.
- Viii) Amount of Rs.-----/-(--) not exceeding 95% of the total consideration) 10% to be paid to the builder on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environmental requirements,

entrance lobbies, plinth protection, paving of area appertain and all other requirements as may be prescribed in the agreement of sale of the said building or wing in which the said apartment is located.

ix) Balance amount of Rs.----(----) against and at the time of handing over of the possession of thje apartment to the allttee on or after receipt of occupancy certificate of completion certificate.

SCHEDULE NO.VII

STANDARD SPECIFICATIONS

1. STRUCTURE: The building consists of a reinforced cement concrete framed structure. The masonry in plinth is of laterite stone/concrete block in cement mortar. The masonry in superstructure is 20 cms thick laterite masonry/concrete blocks. All partition walls are of 11 cm brick burnt masonry in cement mortar.
2. PLASTER: The internal plaster is in one coat of cement mortar. The external plaster in general is in two coats of cement, sand mortar.
3. FLOOR FINISH: The entire Apartment except the toilet is finished with vitrified tiles. The flooring of the toilet is finished with ceramic tile in floor. The terrace slab is waterproofed and finished with Indian patent stone above it.
4. WINDOWS: The windows in general are of powder coated aluminium sliding section. The toilet ventilators are in alluminium frame and glass louvered.
5. DOORS: Min door are of teak wood paneled shutter along with teak wood frame. All bedroom, balcony and toilets doors are flush doors. All door frames (except toilet) are of teak wood. All doors are provided with SS fittings and SS hinges. Main door accessories are in Brass.
6. PAINTING: Internal walls and ceiling are painted with 2 coats of Acrylic base oil Bound Distemper. External walls are painted with 2 coats of water proof cement paint over a coat of primer.

7. KITCHEN: Cooking platform with a stainless steel sink at one end is provided in the kitchen. The platform is finished with granite stone. The dado above platform and sink is provided with glazed tile upto 50 Cm.ht. The standard length of kitchen platform including sink is 8 Rft.
8. TOILET/BATH: Toilet is provided with European style W.C. pan. The floor is of ceramic tile and having ceramic tile dado. A wash basin is provided in Master toilet.
9. DRAINAGE: All sewage water is connected to the STP/septic tank/sewerage line as per the requirements of the Local authority.
10. WATER SUPPLY: Water is supplied to every apartment through a common overhead tank provide for each building which services all the apartment.
11. ELECTRICAL INSTALLATION: All wiring is in copper wire concealed in walls and slabs.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE
RESPECTIVELY SIGNED BELOW

SIGNED AND DELIVERED BY WITHIN NAMED BUILDER

(SHRI. SHAIKH NAWAZ)

Left hand finger impression

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Right hand fingers impression

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.36.

SIGNED AND DELIVERED BY WITHIN NAMED PURCHASER

Left hand finger impression

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Right hand fingers impression

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witnesses:

1. _____ 2. _____