

ANNEXURE 'A'

Model Form of Agreement to be entered into between Promoter and
Allottee(s)

[See rule 10(1)]

AGREEMENT FOR SALE

THIS AGREEMENT is made at Panjim, on this _____ day of _____ 2020
BETWEEN:

1. **M/S. MODELS LEISURE VENTURES**, a Partnership Firm registered under the Indian Partnership Act 1932, having its Office at 7th Floor, Karim Mansion, St.Inez, Panaji, Goa, PAN Card No.AATFM2886K, Phone No.0832 2227688, email address: models@modelsgoa.com, represented herein by its Partners **MR.PETER VAZ**, 52 years of age, son of late Mr.Diogo Vaz, married, business, Indian National, residing at Bungalow D, Models Meridien, Marine Road, Caranzalem, Ilhas, Goa, having PAN No.AAYPV2387H, Aadhaar Card No.7927 9133 6521, Phone No.0832 2227688, email address: models@modelsgoa.com and **MRS. NATALINA VAZ**, aged 49 years, daughter of Dionisio Eleuterio Desouza, wife of Mr.Peter Vaz, married, business, Indian National, residing at Bungalow D, Models Meridien, Marine Road, Caranzalem, Ilhas, Goa, PAN No.AAYPV2385F, Aadhaar Card No.4391 8999 5152, Phone No.0832 2227688, email address: models@modelsgoa.com, represented herein by her duly constituted Power of Attorney Holder, Mr.Peter Vaz, vide Power of Attorney, executed before Notary Public Wilfred A. F. Boadita, registered under No.4034/2014 dated 18/03/2014 at Panaji, hereinafter referred to as the **“BUILDER/SELLER/PROMOTER”** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors-in-title, administrators, executors, legal representatives and assigns) **PARTY OF THE ONE PART**

AND

MR/MRS. _____, _____ years old, son/daughter of _____, Occupation _____, marital status _____, Indian National, having PAN Card No._____, Aadhaar Card,_____, Email I.d. _____, Telephone No._____, residing at _____ hereinafter referred to as the **“PURCHASER/ALLOTTEE”** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include _____ heirs, successors, legal representatives and assigns), of the **SECOND PART**.

WHEREAS there exists a property **“XETILEM GAVOT’ OR ‘SANCOACHEM’**, situated at Taleigao Village, Taluka Tiswadi, Sub-District of Ilhas, District of North Goa, State of Goa, constituting the seventh parcel of the bigger property **“Possorem Bhat”** which whole property **‘Possorem Bhat’** is described under No.253 of Book B old in the Conservatoria of Ilhas, and is enrolled in Taluka Revenue Office under Matriz No.30. The said property comprises of two plots surveyed under Survey No.151/1 and Survey No.151/2 totally admeasuring 5807sq.mts. (Survey No.151/1 admeasures 400sq.mts. and Survey No.151/2 admeasures 5407sq.mts.) and bounded as under:

On the North - by the road.

On the South - by the paddy field of Comunidade of Taleigao,

On the East - by the property of Mukund Joshi and presently of Vencatesh Babu Sinai Kenkre, and

On the West - by the sixth parcel of the Maria Del Carmen Correia da Graca e Miranda.

AND WHEREAS the Said Property was originally owned by Mrs.Maria Del Carmen Correia de Graca Miranda by virtue of an allotment in her favour in Inventory Proceedings No.10 of 1957, which proceeded in the Tribunal Judicial da Comarca das

Ilhas (Court of Civil Judge Senior Division at Panaji) wherein the property Known as “Palmar Verzea” denominated “Passorem Bhatt” was described at Item No.15 and 1/4th of the said property was allotted to (1) Mrs. Maria Candida Carolina Correia De Garca del Valle Miranda Bordadagua, (2) 1/4th was allotted to Maria Alberta do Rosario Del Valle Miranda, (3) 1/4th was allotted to Antonio Francisco Correia de Graca Miranda, and (4) 1/4th to Maria Del Carmen Correia De Graca del Valle Miranda and the usufruct of half of the said property was allotted to the Head of the Family Mrs.Carmen Garcia del Valle e Miranda. The said allotment has been confirmed by the Order dated 02/02/1960.

AND WHEREAS the said property is inscribed in the Conservatoria in favour of Maria Candida Carolina Correia da Graca Del Valle Miranda Bordadagu, Maria Alberta do Rosario Dell Valle Correia Miranda Cabral, Antonio Francisco Correia de Graca Miranda and Maria Del Carman Correia da Graca Miranda under No.26034 of Book G-40 since 7th January 1966 in the Conservatoria /Sub-Registrar’s Office.

AND WHEREAS the said usufruct to half of the property was inscribed under No.21734 of Book F-33 in favour of D. Carman Gracia Del Valle e Miranda, widow of Antonio Francisco Correia de Graca e Miranda on 07/05/1966 and thereafter the inscription of the said usufruct was cancelled by the said D. Carman Gracia Del Valle e Miranda on 08/06/1976. Thus, the said property stood released from the said usufruct.

AND WHEREAS by a Deed of Sale dated 22nd July 1963 executed and drawn before the Notary Public Dr.Fernando Jorge Colaco in his book No.558 at pages 77, the said Maria Alberta do Rosario Del Valle Correia Miranda Cabral and her husband Mr.Fernando dos Santos Cabral and Dr.Antonio Francisco Correia da Graca Miranda and Mrs.Maria Candida Carolina Correia da Graca Del Valle Miranda Bordadagu sold their 3/4th share of the said property to Maria Del Carmen Correira de Graca de Miranda and accordingly the said Maria Del Carman Correia da Graca Miranda became the full-fledged owner of the said property subject to the usufruct in favour of Mrs.Carmen Garcia del Valle e Miranda. As stated above, the said usufruct was cancelled by the said D. Carman Gracia Del Valle e Miranda on 08/06/1976. Thus, the said property stood released from the said usufruct.

AND WHEREAS the said property is owned and possessed by Anthony Xavier Fernandes and his wife Mrs.Albertina Fernandes as they purchased the same by a Deed of Sale dated 30th March 1990 duly registered before the Sub-Registrar of Ilhas under Registration No.1567/90 of book No.1 Vol. 115 on 05/12/1990, from Mrs.Maria Del Carmen Correira de Graca Miranda.

AND WHEREAS an Agreement for Development and Sale dated 13.06.2013 came to be executed between Mr.Anthony Xavier Fernandes alias Antonio Xavier Fernandes, his wife Mrs.Albertina Fernandes and EDCON Real Estate Developers with respect to the Said Property along with a Power of Attorney dated 15.06.2013.

AND WHEREAS a Deed of Cancellation dated 19.02.2016 of an Agreement for Development and Sale dated 13.06.2013 and Power of Attorney dated 15.06.2013 came to be executed at Panaji between Mr.Anthony Xavier Fernandes alias Antonio Xavier Fernandes, his wife Mrs.Albertina Fernandes and EDCON Real Estate Developers

whereby the said Agreement dated 13.06.2013 and the Power of Attorney dated 15.06.2013 was cancelled, rescinded and nullified upon payment of adequate compensation to EDCON Real Estate Developers. By virtue of the said Agreement for Cancellation, EDCON Real Estate Developers handed over to Mr. Anthony Xavier Fernandes alias Antonio Xavier Fernandes and his wife Mrs. Albertina Fernandes, vacant and peaceful possession of the Said Property to Mr. Anthony Xavier Fernandes alias Antonio Xavier Fernandes and his wife Mrs. Albertina Fernandes.

AND WHEREAS by an Agreement for Development and Sale dated 19.11.2018 between Mr. Anthony Xavier Fernandes alias Antonio Xavier Fernandes, and his wife Mrs. Albertina Fernandes and BUILDER/SELLER/ PROMOTER, registered under Book 1 Document Registration Number PNJ-BK1-03175-2018, CD Number PNJD69 registered on 20.11.2018, whereby Mr. Anthony Xavier Fernandes alias Antonio Xavier Fernandes and his wife Mrs. Albertina Fernandes handed over the Said Property to BUILDER/SELLER/ PROMOTER for sale and development.

AND WHEREAS by virtue of the aforesaid Agreement for Sale and Development dated 19.11.2018, the BUILDER/SELLER/PROMOTER is in possession of the property and has every right to carry on with the construction in the SAID PROPERTY.

AND WHEREAS the BUILDER/SELLER/ PROMOTER herein is constructing a residential building project in the said property which shall hereinafter be referred to as "The SAID PROPERTY" and is more particularly described in the Schedule No. I and said residential project is known as "MODELS COURTYARD".

AND WHEREAS the BUILDER/SELLER/PROMOTER as per their Scheme of Development is taking up the construction of a cluster of 6 residential Buildings as Development on the "SAID PROPERTY" and for that purpose has also obtained :

(a) Conversion Sanad issued by the Collector North Goa at Panaji under No. RB/CNV/TIS/AC-I/02/2019 dated 15/01/2020.

(b) Development permission to develop the SAID PROPERTY issued by the Greater Panaji Planning and Development Authority bearing Reference No. GPPDA/210/Tal/55/2019 dated 11/04/2019.

(c) Construction License bearing No. VP/TLG/Const.Lic/30/2019-20/1958 dated 07.10.2019 issued by the Village Panchayat of Taleigao of Tiswadi Taluka.

(d) Revised Plan issued by Greater Panaji Planning Development Authority bearing Reference No. GPPDA/210/TAL/88/2020 dated 01/06/2020.

(e) N.O.C. from Directorate of Health Services, Primary Health Centre Chimbel – bearing No. PHC/Chimbel/NOC-Const./2019-20/462 dated 01.07.2019.

(f) N.O.C. from Office of the Sub-Division Engineer, Electricity Dept., bearing No. SDO/SD-IV/TLG/19-20/Tech-10/220 dated 03.06.2019.

AND WHEREAS the Sub Registrar of Ilhas, Tiswadi, has issued a Nil Encumbrance Certificate for the above said property, under Certificate No.1541 of 2019 dated 11th November 2019.

AND WHEREAS the BUILDER/SELLER/PROMOTER has appointed an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

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

AND WHEREAS the BUILDER/SELLER/ PROMOTER has/will register the Project MODELS COURTYARD under the provisions of the Real Estate (Regulation and Development) Act 2016 and the rules framed thereunder with the Real Estate Regulatory Authority at No:- PRGO03201079, Authenticated copy is attached in Annexe.

AND WHEREAS that on demand from the PURCHASER/ALLOTEE, the BUILDER/SELLER/PROMOTER has given inspection to the PURCHASER/ALLOTEE of all the documents of title relating to the SAID PROPERTY and the plans, designs and specifications prepared by the BUILDER/SELLER/PROMOTER'S Architect Mr.Amaro Fernandes and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the SAID ACT") and the Rules and Regulations made thereunder, and the PURCHASER/ALLOTEE has acknowledged the receipt of the same.

AND WHEREAS the authenticated copies of Certificate of Title issued by the Advocate/legal Practitioner of the BUILDER/SELLER/PROMOTER, showing the nature of the title of the BUILDER/SELLER/PROMOTER, to the SAID PROPERTY on which the Flat/s are to be constructed have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the Concerned competent Authorities have been annexed.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the BUILDER/SELLER/PROMOTER and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto.

AND WHEREAS the authenticated copies of the plans and specifications of the SAID FLAT agreed to be purchased by the PURCHASER/ALLOTEE, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto.

AND WHEREAS the BUILDER/SELLER/PROMOTER has got some of the approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections, Building Completion Certificate and of the said building/s wherever applicable

and shall obtain the balance approvals, if any from various authorities from time to time, so as to obtain the Occupancy Certificate of the said building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the BUILDER/SELLER/PROMOTER while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the BUILDER/SELLER/PROMOTER has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS by virtue of the above said Agreement for Sale and Development dated 19/11/2018, the BUILDER/SELLER/PROMOTER has right to sell the FLATS in the said building/s to be constructed by the BUILDER/SELLER/ PROMOTER and to enter into Agreement/s with the PURCHASER/ALLOTTEE of the FLATS and to receive the sale consideration in respect thereof.

AND WHEREAS the BUILDER/SELLER/PROMOTER, accordingly, is carrying out the construction of a Complex identified as "MODELS COURTYARD" comprising of 6 buildings, having basement/stilts plus 8 floors.

AND WHEREAS the PURCHASER/ALLOTTEE after having seen and verified all documents pertaining to the title of the BUILDER/SELLER/PROMOTER all plans, layout, specifications and as well as the overall 'Scheme of Development' of the "SAID PROPERTY", has/have approached the BUILDER/SELLER/PROMOTER for purchase of a Flat, in "MODELS COURTYARD" being identified as Flat No. _____ on _____ Floor, situated in the Building No. _____ being constructed in the "SAID PROJECT", which flat is/are described in detail in Schedule No.II hereinafter written and shall hereinafter be referred to as the SAID FLAT constructed on the property better described in Schedule No.I.

AND WHEREAS the carpet area of the SAID FLAT is _____ square meters and "carpet area" means the net usable floor area of a SAID FLAT, excluding the area covered by the external walls, areas under services shafts, exclusive balcony, appurtenant to the SAID FLAT for exclusive use of the PURCHASER/ ALLOTTEE or verandah area and exclusive open terrace area appurtenant to the SAID FLAT for exclusive use of the PURCHASER/ALLOTTEE, but includes the area covered by the internal partition walls of the SAID FLAT.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the PURCHASER/ALLOTTEE has paid to the BUILDER/SELLER/PROMOTER a sum of Rs..... (Rupees) only, being part payment of the sale consideration

of the SAID FLAT agreed to be sold by the BUILDER/SELLER/ PROMOTER to the PURCHASER/ALLOTTEE as advance payment or Application Fee (the payment and receipt whereof the BUILDER/SELLER/PROMOTER both hereby admit and acknowledge) and the PURCHASER/ALLOTTEE has agreed to pay to the BUILDER/SELLER/PROMOTER the balance of the sale consideration in the manner hereinafter appearing at Schedule No.III.

AND WHEREAS, under section 13 of the said Act the BUILDER/SELLER/PROMOTER is required to execute a written Agreement for Sale of SAID FLAT with the PURCHASER/ALLOTTEE, being in fact these presents and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908).

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the BUILDER/SELLER/PROMOTER hereby agrees to sell and the PURCHASER/ALLOTTEE hereby agrees to purchase the SAID FLAT.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The BUILDER/SELLER/PROMOTER is constructing the said 6 building/s consisting of basement/stilts plus 8 floors on the project land in accordance with the plans, designs and specifications as approved by the concerned competent authority from time to time, wherever applicable.

Provided that the BUILDER/SELLER/PROMOTER shall have to obtain prior consent in writing of the PURCHASER/ALLOTTEE in respect of variations or modifications which may adversely affect the SAID FLAT of the PURCHASER/ALLOTTEE except (i) any alteration or addition required by any Government authorities or due to change in law or (ii) the BUILDER/SELLER/PROMOTER may make such minor additions or alterations as may be required by the PURCHASER/ALLOTTEE, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the Architect or Engineer.

1.a The PURCHASER/ALLOTTEE hereby agrees to purchase from the BUILDER/SELLER/PROMOTER and the BUILDER/SELLER/PROMOTER hereby agrees to sell to the PURCHASER/ALLOTTEE Flat No. on the _____ floor of Building No. _____ of "MODELS COURTYARD" having a carpet area admeasuring _____ sq. metres. The SAID FLAT shall also have an exclusive carpet area of balcony admeasuring _____sq. metres for the exclusive use of the PURCHASER/ALLOTTEE, and is hereinafter referred to as the "SAID FLAT" as shown in the Floor plan annexed hereto for the consideration of Rs _____ which includes the proportionate incidence of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which is more particularly described in the Schedule II hereinafter written. It is also understood and agreed between the parties hereto that the terrace above the flat which is connected to the flat by an internal staircase or the terrace in front or adjacent to the flat to the extent of the area demarcated in the plan annexed hereto shall be for exclusive benefit and use of and unto the respective

PURCHASER/ALLOTTEE of such apartment or terrace apartment. At the discretion of BUILDER/SELLER/PROMOTER the portion of the said terrace spaces on the roof top could be utilised for installation of any pumps, equipment, if any and for services and the said terrace spaces shall remain open to the sky and the PURCHASER/ALLOTTEE shall not enclose or cover the said terrace or do any act that would alter/change the elevation without the written permission / approval/Licence / NOC of the BUILDER/SELLER/PROMOTER and/or the Entity, the concerned Panchayat/Municipality / or such other concerned authorities as the case may be. While calculating the saleable area, we have not considered the area of terrace in the common areas.

Or

COMMON USE OF TERRACE

It is expressly agreed and understood by the ALLOTTEE/PURCHASER that only the area demarcated in the plan annexed hereto is of the common use of all the ALLOTTEES/PURCHASERS so also this area is to be utilised for installation of any pumps, equipment, etc. if any and for services and the ALLOTTEE/PURCHASER herein shall not interfere with the enjoyment of the area of the terrace beyond what is marked herein since the said area beyond shall be of the exclusive enjoyment of such other ALLOTTEE/PURCHASER for whom it may be allotted or reserved. While calculating the saleable area, we have not considered the area of terrace in the common areas.

1(b) The total aggregate consideration amount for the SAID FLAT including covered car parking spaces is thus Rs...../

In consideration of the purchase of the SAID FLAT (inclusive of the covered car park the PURCHASER/ALLOTTEE agrees to pay a sum of Rs. _____ (Rupees _____ only).

1(c)(i) The above said sum of Rs. -----/- (Rupees ----- Only) includes the cost of the construction of the said unit and also the cost of the incidence of land proportionate to the super built up area of the SAID FLAT.

1(c)(ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the BUILDER/SELLER/PROMOTER by way of Infrastructure tax, GST and Cess or any other taxes, duties, fees, deposits, etc. which may be levied, in connection with the construction of and carrying out the Project payable by the BUILDER/SELLER/PROMOTER) up to the date of handing over the possession of the Said Flat.

1(d) If the PURCHASER/ALLOTTEE commits default in observing and performing any of the terms and conditions of this Agreement, the BUILDER/SELLER/PROMOTER shall, without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of fifteen days. The BUILDER/SELLER/PROMOTER shall, however, on such termination, refund to the PURCHASER/ALLOTTEE the amounts, if any, which may have till then been paid by the PURCHASER/ALLOTTEE to the BUILDER/SELLER/PROMOTER,

after forfeiting an amount of Rs.5,00,000/- (Rupees Five Lakhs Only) or 10% (whichever is higher) of the total amount excluding taxes paid to the BUILDER/SELLER/PROMOTER without any further amount by way of interest or otherwise.

- 1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/taxes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The BUILDER/SELLER/PROMOTER undertakes and agrees that while raising a demand on the PURCHASER/ALLOTTEE for increase in development charges, cost, or levies imposed by the competent authorities etc., the BUILDER/SELLER/PROMOTER shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the PURCHASER/ALLOTTEE, which shall only be applicable on subsequent payments.
- 1(f) The BUILDER/SELLER/PROMOTER may allow, in its sole discretion, a rebate for early payments of equal installments payable by the PURCHASER/ALLOTTEE on such terms and conditions as the parties may mutually agree upon and the PURCHASER/ALLOTTEE shall not claim the same as a matter of right. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a PURCHASER/ALLOTTEE by the BUILDER/SELLER/PROMOTER.
- 1(g) The BUILDER/SELLER/PROMOTER shall confirm the final carpet area that has been allotted to the PURCHASER/ALLOTTEE after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the BUILDER/SELLER/PROMOTER. If there is any reduction in the carpet area within the defined limit then BUILDER/SELLER/PROMOTER shall refund the excess money paid by PURCHASER/ALLOTTEE within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the PURCHASER/ALLOTTEE. If there is any increase in the carpet area allotted to PURCHASER/ALLOTTEE, the BUILDER/SELLER/PROMOTER shall demand additional amount from the PURCHASER/ALLOTTEE as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(h) The PURCHASER/ALLOTTEE authorizes the BUILDER/SELLER/PROMOTER to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the BUILDER/SELLER/PROMOTER may in its sole discretion deem fit and the

PURCHASER/ALLOTTEE undertakes not to object/demand/direct the BUILDER/SELLER/PROMOTER to adjust his payments in any manner.

- 2.1 The BUILDER/SELLER/PROMOTER hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the SAID FLAT to the PURCHASER/ALLOTTEE, obtain from the concerned competent authority completion certificates and/or occupancy certificates in respect of the SAID FLAT.
- 2.2 Time is essence for the BUILDER/SELLER/PROMOTER as well as the PURCHASER/ALLOTTEE. The BUILDER/SELLER/PROMOTER shall abide by the time schedule for completing the project and handing over the Said Flat to the PURCHASER/ALLOTTEE and the common areas to the association of the PURCHASER/ALLOTTEE after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the PURCHASER/ALLOTTEE have paid all the consideration and other sums due and payable to the BUILDER/SELLER/PROMOTERS as per the agreement. Similarly, the PURCHASER/ALLOTTEE 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 Schedule No.III.
3. The BUILDER/SELLER/PROMOTER hereby declares that the Floor Area Ratio available as on date in respect of the project land is 11,614 square meters only and BUILDER/SELLER/PROMOTER has planned to utilize Floor Area Ratio of 200% by availing of TDR or FAR available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The BUILDER/SELLER/PROMOTER has disclosed the Floor Space Index of 200% as proposed to be utilized by him on the project land in the said Project and PURCHASER/ALLOTTEE has agreed to purchase the SAID FLAT based on the proposed construction and sale of SAID FLATs to be carried out by the BUILDER/SELLER/PROMOTER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to BUILDER/SELLER/PROMOTER only. The BUILDER/SELLER/PROMOTERS firm reserves its right to revise the existing permission to add the units on existing structure and also made aware to the PURCHASER/ALLOTTEE about this fact and the PURCHASER/ALLOTTEE has given the consent at the time of booking / confirmation of allotment only for such revision.
- 4.1 If the BUILDER/SELLER/PROMOTER fails to abide by the time schedule for completing the project and handing over the Said Flat to the PURCHASER/ALLOTTEE, the BUILDER/SELLER/PROMOTER agrees to pay to the PURCHASER/ALLOTTEE, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the

PURCHASER/ALLOTTEE, for every month of delay, till the handing over of the possession.

4.2 The PURCHASER/ALLOTTEE agrees to pay to the BUILDER/SELLER/PROMOTER, interest as specified in the Rules, on all the delayed payment which become due and payable by the PURCHASER/ALLOTTEE to the BUILDER/SELLER/PROMOTER under the terms of this Agreement from the date the said amount is payable by the PURCHASER/ALLOTTEE to the BUILDER/SELLER/PROMOTER.

4.3 Without prejudice to the right of BUILDER/SELLER/PROMOTER to charge interest in terms of sub clause 4.2 above, on the PURCHASER/ALLOTTEE committing default in payment on due date of any amount due and payable by the PURCHASER/ALLOTTEE to the BUILDER/SELLER/PROMOTER under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the PURCHASER/ALLOTTEE committing three defaults of payment of installments, the BUILDER/SELLER/PROMOTER shall at his own option, may terminate this Agreement: Provided that, BUILDER/SELLER/PROMOTER shall give notice of fifteen days in writing to the PURCHASER/ALLOTTEE, by Registered Post AD at the address provided by the PURCHASER/ALLOTTEE and mail at the e-mail address provided by the PURCHASER/ALLOTTEE, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the PURCHASER/ALLOTTEE fails to rectify the breach or breaches mentioned by the BUILDER/SELLER/PROMOTER within the period of notice then at 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/ALLOTTEE the amounts, if any, which may have till then been paid by the PURCHASER/ALLOTTEE to the BUILDER/SELLER/PROMOTER, after forfeiting an amount of Rs.5,00,000/- (Rupees Five Lakhs Only) or 10% (whichever is higher) of the total amount excluding taxes paid to the BUILDER/SELLER/PROMOTER without any further amount by way of interest or otherwise.

Provided further that upon termination of this Agreement as aforesaid, the BUILDER/SELLER/PROMOTER shall refund to the PURCHASER/ALLOTTEE (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to BUILDER/SELLER/PROMOTER) within a period of sixty days of the termination, the installments of sale Consideration of the SAID FLAT which may till then have been paid by the PURCHASER/ALLOTTEE to the BUILDER/SELLER/PROMOTER and the BUILDER/SELLER/PROMOTER shall not be liable to pay to the PURCHASER/ALLOTTEE 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 FLAT to any other person/s of its choice as the BUILDER/SELLER/PROMOTER deem fit, and for such consideration as the BUILDER/SELLER/PROMOTER may determine and the PURCHASER/ALLOTTEE

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 FLAT being the owner thereof till such time the payment of the entire amount which the PURCHASER/ALLOTTEE is/are or may be found liable to pay to the BUILDER/SELLER/PROMOTER under the terms and conditions of this Agreement is realized.

5. The fixtures and fittings with regard to the flooring and sanitary fittings 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 the SAID FLAT as are set out in Schedule IV herein. If any changes in or addition to the specifications mentioned in the Schedule No.IV hereunder are desired by the PURCHASER/ALLOTTEE, the same shall be done by the BUILDER/SELLER/PROMOTER if possible/permitted and in such an event the PURCHASER/ALLOTTEE shall pay the additional cost of such additions/changes, before the relative item of work is taken up for work and it shall be considered as an extra item for the purpose of payment.
6. The BUILDER/SELLER/PROMOTER shall give possession of the SAID FLAT to the PURCHASER/ALLOTTEE on or before..... day of20..... with extension of 12 months. If the BUILDER/SELLER/PROMOTER fails or neglects to give possession of the SAID FLAT to the PURCHASER/ALLOTTEE on account of reasons beyond his control and of his agents by the aforesaid date then the BUILDER/SELLER/PROMOTER shall be liable on demand to refund to the PURCHASER/ALLOTTEE the amounts already received by him in respect of the SAID FLAT with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the BUILDER/SELLER/PROMOTER received the sum till the date the amounts and interest thereon is repaid.

The BUILDER/SELLER/PROMOTER shall also pay to the PURCHASER/ALLOTTEE by way of liquidated damages in respect of such termination an amount of Rs.25,000/- as a 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 FLAT or arising out of this Agreement and the BUILDER/SELLER/PROMOTER shall be at liberty to allot, sell and dispose off the SAID FLAT to any other person/s for such consideration and upon such terms and conditions as the BUILDER/SELLER/PROMOTER may deem fit.

Provided that the BUILDER/SELLER/PROMOTER shall be entitled to reasonable extension of time for giving delivery of SAID FLAT on the aforesaid date, if the completion of building in which the SAID FLAT is to be situated is delayed on account of

- (i) War, civil commotion or act of God;

(ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(iii) non-availability of cement, steel or other building material, water or electric supply/connection or drainage/sewerage connection or labour etc. or delay on account of the following:

- a) Minor or major Fire or explosion or accident at the site not caused due to any negligence by the OWNER/DEVELOPER/BUILDER/SELLER/PROMOTER; or
- b) Strikes or agitation by the workers, employees or laborers of the OWNER/DEVELOPER/BUILDER/SELLER/PROMOTER or the contractors or suppliers; or
- c) Government seizures of the equipment and/or plant of the building
- d) Any judgment of a competent court or any legislation or regulation or statutory or regulatory change of a governmental entity prohibiting the performance of this Agreement;
- e) Delay in issue of the completion certificate, occupation certificate and/or grant of any no objection certificate, permission, approval, sanction, license and/or order as may be required in respect of the Said Unit for reasons not attributable to the OWNER/DEVELOPER/BUILDER/SELLER/PROMOTER.
- f) Act of interference or action by civil or military authorities, act of terrorism, or act of a public enemy, acts of belligerents or foreign enemies, riots, blockages, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power.

The OWNER/ DEVELOPER/BUILDER/SELLER/PROMOTER shall, wherever it is necessary, intimate the authority in this regard.

The OWNER/ DEVELOPER/BUILDER/SELLER/PROMOTER shall not be liable to pay any compensation to the PURCHASER/ALLOTTEE for delay on any account of the abovementioned reasons & or situations or conditions.

7.1(A) Procedure for taking possession - The BUILDER/SELLER/PROMOTER, upon obtaining the occupancy certificate from the competent authority and the payment made by the PURCHASER/ALLOTTEE as per the agreement shall offer in writing the possession of the SAID FLAT, to the PURCHASER/ALLOTTEE in terms of this Agreement to be taken within one month from the date of issue of such notice and the BUILDER/SELLER/PROMOTER shall give possession of the SAID FLAT to the PURCHASER/ALLOTTEE. The BUILDER/SELLER/PROMOTER agrees and undertakes to indemnify the PURCHASER/ALLOTTEE in case of failure of

fulfillment of any of the provisions, formalities, documentation on part of the BUILDER/SELLER/PROMOTER. The PURCHASER/ALLOTTEE agree(s) to pay the maintenance charges as determined by the BUILDER/SELLER/PROMOTER or association of PURCHASER/ALLOTTEE, as the case may be. The BUILDER/SELLER/PROMOTER on its behalf shall offer the possession to the PURCHASER/ALLOTTEE in writing within 7 days of receiving the occupancy certificate of the Project.

- 7.2 The PURCHASER/ALLOTTEE shall take possession of the SAID FLAT within 15 days of the written notice from the BUILDER/SELLER/PROMOTER to the PURCHASER/ALLOTTEE intimating that the SAID FLATS are ready for use and occupancy:
- 7.3 Failure of PURCHASER/ALLOTTEE to take Possession of SAID FLAT upon receiving a written intimation from the BUILDER/SELLER/PROMOTER as per clause 7.1. The PURCHASER/ALLOTTEE shall take possession of the SAID FLAT from the BUILDER/SELLER/PROMOTER by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the BUILDER/SELLER/PROMOTER shall give possession of the SAID FLAT to the PURCHASER/ALLOTTEE. In case the PURCHASER/ALLOTTEE fails to take possession within the time provided in clause 7.2, such PURCHASER/ALLOTTEE shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon.
- 7.4 If within a period of five years from the date of handing over the SAID FLAT to the PURCHASER/ALLOTTEE, the PURCHASER/ALLOTTEE brings to the notice of the BUILDER/SELLER/PROMOTER any structural defect in the SAID FLAT or the building in which the SAID FLAT are situated or any defects on account of workmanship, quality or provision of service, (excluding wear and tear and misuse) then, wherever possible such defects (unless caused by or attributable to the PURCHASER/ALLOTTEE) 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/ALLOTTEE shall be entitled to receive from the BUILDER/SELLER/PROMOTER, compensation for such defect in the manner as provided under the Act. In case the allottees carry out any work within the SAID FLAT after taking possession, and has made internal/external changes on the unit or in the materials used therein, resulting in cracks and dampness or any other defect within or to the adjoining SAID FLAT/s, then in such an event the BUILDER/SELLER/PROMOTER shall not be liable to rectify or pay compensation. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.
- 8.1. The PURCHASER/ALLOTTEE shall use the SAID FLAT or any part thereof or permit the same to be used only for purpose of residence.

- 8.2 (a) The PURCHASER/ALLOTEE along with the SAID FLAT has been allotted the Covered Car Park denoted under No. ____ as shown on the plan annexed to this Agreement.
- b) During the subsequent sale of the SAID FLAT by the PURCHASER/ALLOTEE the same shall be along with the car park so far in relation to the subsequent PURCHASER/ALLOTEE of this SAID FLAT wherein the BUILDER/SELLER/PROMOTER is going to be a Confirming Party along with the SOCIETY/ ENTITY.
- (c) The PURCHASER/ALLOTEE to whom the covered car parking area/slot is provided by the BUILDER/SELLER/PROMOTER agrees and undertakes not to sub-let or alienate or create any kind of interest, to any other person of the covered Car Parking slot independently of the SAID FLAT owned by the PURCHASER/ALLOTEE. The PURCHASER/ALLOTEE agree/s and undertakes not to enclose or put any barricades in any manner in respect of the covered car parking area/slot as stated hereinabove. Any damage to the structure or supporting columns of the covered car parking area/slot while parking the car, if caused, shall be rectified at his own cost by the PURCHASER/ALLOTEE to the satisfaction of the BUILDER/SELLER/PROMOTER
9. (i) The PURCHASER/ALLOTEE along with other PURCHASER/ALLOTEE(s) of SAID FLATs in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the BUILDER/SELLER/PROMOTER may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the BUILDER/SELLER/PROMOTER within seven days of the same being forwarded by the BUILDER/SELLER/PROMOTER to the PURCHASER/ALLOTEE, so as to enable the BUILDER/SELLER/PROMOTER to register the common organization of PURCHASER/ALLOTEE. No objection shall be taken by the PURCHASER/ALLOTEE if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- (ii) The amount so paid to the ENTITY shall be kept by the ENTITY in any bank in a Fixed Deposit or held in such manner as may be decided in the General Body Meeting of the ENTITY and the interest thereon shall be used to meet the painting, repairs and maintenance in the manner decided by the ENTITY.
- (iii) If the BUILDER/SELLER/PROMOTER and/or the ENTITY are of the opinion that the yield on amount as mentioned hereinabove is not going to be sufficient to meet the expenses for painting, repairs and maintenance the BUILDER/SELLER/PROMOTER and/or the ENTITY are authorized to increase the aforesaid deposit with prior intimation to the PURCHASER/ALLOTEE and

the PURCHASER/ALLOTTEE shall pay the same within 15 days from the date of such intimation.

9.1 Within 15 days after notice in writing is given by the BUILDER/SELLER/PROMOTER to the PURCHASER/ALLOTTEE that the SAID FLAT is ready for use and occupancy, the PURCHASER/ALLOTTEE shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the SAID FLAT) of outgoings in respect of the project land and Building/namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association of PURCHASER/ALLOTTEES is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the PURCHASER/ALLOTTEE shall pay to the BUILDER/SELLER/PROMOTER such proportionate share of outgoings as may be determined. The PURCHASER/ALLOTTEE further agrees that till the PURCHASER/ALLOTTEE's share is so determined the PURCHASER/ALLOTTEE shall pay to the BUILDER/SELLER/PROMOTER provisional monthly/yearly contribution of Rs. _____/- per annum for two bedroom flat and Rs. _____/- per annum for three bedroom flat towards the outgoings. The PURCHASER/ALLOTTEE undertakes to pay such provisional yearly contribution and such proportionate share of outgoings before taking possession of the Said Flat for the first year and within 15 days of demand for subsequent years and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by PURCHASER/ALLOTTEE shall be regarded as the default on the part of the PURCHASER/ALLOTTEE and shall entitle the BUILDER/SELLER/PROMOTER to charge interest on the dues, in accordance with the terms and conditions contained herein. . It is hereby specifically agreed by the PURCHASER/ALLOTTEE that the BUILDER/SELLER/PROMOTER shall have the absolute authority to decide the quantum, quality and/or nature of expenditure to be made and the purpose for which it has to be made provided however that all such expenses shall be towards and in respect of the actual maintenance and payment of common expenses of the Project including Association/formation expenses, legal expenses towards drafting conveyance deed in favour of the Society, management service charges as stated herein above, etc. and consequently, the PURCHASER/ALLOTTEE shall not at any time raise any objection/s, claims in respect thereof in whatsoever manner.

10. The PURCHASER/ALLOTTEE shall on or before delivery of possession of the said premises keep deposited with the BUILDER/SELLER/PROMOTER, the following amounts :
- (i) Rs.510/- for share money, application entrance fee of the Society or Limited Company//Federation/Apex body.
 - (ii) Rs.1,000/- per m2 of super Built up area, as Corpus in respect of the Society
 - (iii) Rs.2,000/- per month for 2 bedroom Flat and Rs.3,000/- per month for 3 bedroom flat towards the recurring expenses charged for common amenities.

(iv) Infrastructure Tax as per Government Rates.

(v) Rs.50,000/- for 2 bedroom and Rs.60,000/- for 3 bedroom for transformer and Sub-Station, electric meter, cable, etc. and non-refundable deposits towards installation of electrical connection.

(vi) Stamp Duty and Registration Charges. As per the prevailing notifications and applicable rates.

11. The PURCHASER/ALLOTTEE shall pay to the BUILDER/SELLER/PROMOTER a sum of Rs.15,000/- for meeting all legal costs, typing/printing cost and towards misc. expenses for preparation of present agreement and also to complete formalities for execution, presentation and registration of the present agreement before the concerned Sub-Registrar and towards charges and expenses, including professional costs of the legal practitioner of the BUILDER/SELLER/PROMOTER in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws.
12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the PURCHASER/ALLOTTEE shall pay to the BUILDER/SELLER/PROMOTER, the PURCHASER/ALLOTTEES' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the PURCHASER/ALLOTTEE shall pay to the BUILDER/SELLER/PROMOTER, the PURCHASER/ALLOTTEES' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE BUILDER/SELLER/PROMOTER

The BUILDER/SELLER/PROMOTER hereby represents and warrants to the PURCHASER/ALLOTTEE as follows:

- i. The BUILDER/SELLER/PROMOTER has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project "MODELS COURTYARD";
- ii. The BUILDER/SELLER/PROMOTER has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals/renewal/revision of plans from time to time to complete the development of the project;

- iii. There are no encumbrances upon the project land or the Project
- iv. There are no litigations pending before any Court of law with respect to the project land or Project.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. All further approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the BUILDER/SELLER/PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The BUILDER/SELLER/PROMOTER 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/ALLOTTEE created herein, may prejudicially be affected;
- vii. The BUILDER/SELLER/PROMOTER 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 project land, including the Project and the SAID FLAT which will, in any manner, affect the rights of PURCHASER/ALLOTTEE under this Agreement;
- viii. The BUILDER/SELLER/PROMOTER confirms that the BUILDER/SELLER/PROMOTER is not restricted in any manner whatsoever from selling the SAID FLAT to the PURCHASER/ALLOTTEE in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the Said Flat to the association of PURCHASER/ALLOTTEEs the BUILDER/SELLER/PROMOTER shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the PURCHASER/ALLOTTEEs;
- x. The BUILDER/SELLER/PROMOTER 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 project to the competent Authorities upto the date of obtaining Occupancy Certificate;
- 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/SELLER/PROMOTER in respect of the project land and/or the Project except those disclosed in the title report.

- xii It is clearly agreed and understood by the PURCHASER/ALLOTTEE that the BUILDER/SELLER/PROMOTER responsibility during the above period shall be the payment of the above expenses only and the BUILDER/SELLER/PROMOTER shall not be responsible for any accidents or thefts occurring within the precincts of “MODELS COURTYARD”
14. The PURCHASER/ALLOTTEE or himself/themselves with intention to bring all persons into whosoever hands the SAID FLAT may come, hereby covenants with the BUILDER/SELLER/PROMOTER as follows:
- i. To maintain the SAID FLAT at the PURCHASER/ALLOTTEE's own cost in good and tenable repair and condition from the date the possession of the SAID FLAT is taken and shall not do or suffer to be done anything in or to the building in which the SAID FLAT is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the SAID FLAT is situated and the SAID FLAT itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the SAID FLAT any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the SAID FLAT is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the SAID FLAT is situated, including entrances of the building in which the SAID FLAT is situated and in case any damage is caused to the building in which the SAID FLAT is situated or the SAID FLAT on account of negligence or default of the PURCHASER/ALLOTTEE in this behalf, the PURCHASER/ALLOTTEE shall be liable for the consequences of the breach.
 - iii. To carry out at his own cost all internal repairs to the SAID FLAT and maintain the SAID FLAT in the same condition, state and order in which it was delivered by the BUILDER/SELLER/PROMOTER to the PURCHASER/ALLOTTEE and shall not do or suffer to be done anything in or to the building in which the SAID FLAT is situated or the SAID FLAT which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the PURCHASER/ALLOTTEE committing any act in contravention of the above provision, the PURCHASER/ALLOTTEE 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 FLAT or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the SAID FLAT or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the SAID FLAT is situated and shall keep the portion, sewers, drains and pipes in the SAID FLAT and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the SAID FLAT is situated and shall not chisel or in any

other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the SAID FLAT without the prior written permission of the BUILDER/SELLER/PROMOTER and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the SAID FLAT is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the SAID FLAT in the compound or any portion of the project land and the building in which the SAID FLAT is situated.

vii. Pay to the BUILDER/SELLER/PROMOTER within fifteen days of demand by the BUILDER/SELLER/PROMOTER, his share of security deposit, any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the SAID FLAT is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the SAID FLAT by the PURCHASER/ALLOTTEE for any purposes other than for purpose for which it is sold.

ix. The PURCHASER/ALLOTTEE shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the SAID FLAT until all the dues payable by the PURCHASER/ALLOTTEE to the BUILDER/SELLER/PROMOTER under this Agreement are fully paid up and that too only if the PURCHASER/ALLOTTEE 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.

x. The PURCHASER/ALLOTTEE shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the SAID FLAT 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/ALLOTTEE shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the SAID FLAT in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi The PURCHASER/ALLOTTEE shall be entitled to use the elevators, common areas, garden, club house, gym, swimming pool and any other recreational facilities, provided by the BUILDER/SELLER/PROMOTER, and such use shall be at the sole responsibility and risk of the PURCHASER/ALLOTTEE or their family members and they shall abide by the rules and regulations framed by the BUILDER/SELLER/PROMOTER or the ENTITY for this purpose.

15. The BUILDER/SELLER/PROMOTER shall maintain a separate account in respect of sums received by the BUILDER/SELLER/PROMOTER from the PURCHASER/ALLOTTEE as advance or deposit, sums received on account of the share capital & corpus towards maintenance deposit for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the SAID FLATS or of the said FLAT and Building or any part thereof. The PURCHASER/ALLOTTEE shall have no claim save and except in respect of the SAID FLAT along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or un-allotted inventory shall continue to remain the property of the BUILDER/SELLER/PROMOTER until sold/allotted. Provided it does not in any way affect or prejudice the right of the PURCHASER/ALLOTTEE in respect of the SAID FLAT, the BUILDER/SELLER/PROMOTER shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the SAID PROPERTY and/or in the "MODELS COURTYARD".
17. **BUILDER/SELLER/PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**
After the BUILDER/SELLER/PROMOTER executes this Agreement he shall not mortgage or create a charge on the SAID FLAT/Plot 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/ALLOTTEE who has taken or agreed to take such SAID FLAT.
18. **BINDING EFFECT**
Forwarding this Agreement to the PURCHASER/ALLOTTEE by the BUILDER/SELLER/PROMOTER does not create a binding obligation on the part of the BUILDER/SELLER/PROMOTER or the PURCHASER/ALLOTTEE until, firstly, the PURCHASER/ALLOTTEE signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the PURCHASER/ALLOTTEE and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the BUILDER/SELLER/PROMOTER. If the PURCHASER/ALLOTTEE(s) fails to execute and deliver to the BUILDER/SELLER/PROMOTER this Agreement

within 30 (thirty) days from the date of its receipt by the PURCHASER/ALLOTTEE and/or appear before the Sub-Registrar for its registration as and when intimated by the BUILDER/SELLER/PROMOTER, then the BUILDER/SELLER/ PROMOTER shall serve a notice to the PURCHASER/ALLOTTEE for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the PURCHASER/ALLOTTEE, application of the PURCHASER/ALLOTTEE shall be treated as cancelled and all sums deposited by the PURCHASER/ALLOTTEE in connection therewith including the booking amount shall be returned to the PURCHASER/ALLOTTEE without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/ALLOTTEE / SUBSEQUENT PURCHASER/ALLOTTEES

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

Further, the PURCHASER/ALLOTTEE agree that they shall not object to any easement rights that need to be given to any person in and around the said Project and shall neither object to any such proceedings of land acquisition undertaken by the a government agency including any compensation/benefit given to the BUILDER/SELLER/PROMOTER in turn for which no conveyance has occurred to the ultimate body of SAID FLAT PURCHASER/ALLOTTEE expressly stated in this Agreement and for which no consideration is specially dispensed by the PURCHASER/ALLOTTEE to the BUILDER/SELLER/PROMOTER for the same; save and except his right to enjoy and use the SAID FLAT purchased by him and any other rights given by the BUILDER/SELLER/PROMOTER to the PURCHASER/ALLOTTEE/Purchaser/s for which consideration has been dispensed.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the

remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the PURCHASER/ALLOTTEE has to make any payment, in common with other PURCHASER/ALLOTTEE(s) in Project, the same shall be in proportion to the carpet area of the SAID FLAT to the total carpet area of all the SAID FLATS in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective PURCHASER/ALLOTTEE.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

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

26. The PURCHASER/ALLOTTEE and/or BUILDER/SELLER/PROMOTER shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the BUILDER/SELLER/PROMOTER or his representatives will attend such office and admit execution thereof.

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

Name of PURCHASER/ALLOTTEE: _____

(PURCHASER/ALLOTTEE's Address): _____

Notified Email ID: _____

M/s BUILDER/SELLER/PROMOTER name:

M/S.MODELS LEISURE VENTURES

Having office at : 7th Floor, Karim Mansion,

Panjim, Goa – 403 001

Notified Email ID: models@modelsgoa.com

It shall be the duty of the PURCHASER/ALLOTTEE and the BUILDER/SELLER/PROMOTER to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the BUILDER/SELLER/PROMOTER or the PURCHASER/ALLOTTEE, as the case may be.

28. JOINT PURCHASER/ALLOTTEES

That in case there are Joint PURCHASER/ALLOTTEES all communications shall be sent by the BUILDER/SELLER/PROMOTER to the PURCHASER/ALLOTTEE whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the PURCHASER/ALLOTTEE.

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the PURCHASER/ALLOTTEE.

30. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, the same shall be referred to the Real Estate Regulation Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

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

The BUILDER/SELLER/PROMOTER, is not receiving more than 10% of consideration amount till the said agreement is duly registered.

It is clearly agreed and understood that the responsibility/liability with respect to the common amenities of “MODELS COURTYARD” is exclusively that of the PURCHASER/ALLOTTEE (including the PURCHASER/ALLOTTEE herein) of various premises in “MODELS COURTYARD” and/or of the ENTITY.

Pending formation of the ENTITY and as an interim arrangement i.e. the PURCHASER/ALLOTTEE have requested the BUILDER/SELLER/PROMOTER to act on their behalf for the purpose of meeting the following expenditure concerning common amenities, by setting off such expenditure against the money to be collected on annual basis towards recurring expenses :

- i. Common water charges
- ii. Common electricity charges
- iii. Lift Maintenance charges
- iv. Back-up Power Generator

- v. Remuneration of attendants and watchman
- vi. Consumables for upkeep
- vii. C.C.T.V. Surveillance
- viii. Covered Car Parks
- ix. Water Treatment Plant
- x. Sewage Treatment Plant
- xi. Wet waste composting Machine
- xii. Society Office
- xiii. Club House
- xiv. Gymnasium
- xv. Children Play area
- xvi. Swimming Pool
- xvii. Internal Roads

The possession of the SAID FLAT has not been handed over to the PURCHASER/ALLOTTEE and the same shall be handed over after execution of appropriate document.

The Executants declare that the subject matter of this agreement does not pertain to occupancies of persons belonging to Schedule Caste and Schedule Tribe.

SCHEDULE-I
(DESCRIPTION OF THE PROPERTY)

All that Property known as “XETILEM GAVOT or SANCOACHEM” situated in the Village of Taleigao, Taluka Tiswadi, Sub District of Ilhas, District of North Goa, constituting the seventh parcel of the property Posrem Bhat, which whole property is described under No.253 of Book B (old) in the Conservatoria of Ilhas and is enrolled in the Taluka Revenue Office under Matríz No.30. The said property is comprised of two plots surveyed under Survey No.151 Sub Division No.1 admeasuring 400.00 sq. mts. and Survey No.151 Sub Division No.2 admeasuring 5407.00 sq. mts. of Village Taleigao, Taluka Tiswadi, totally admeasuring an area of 5807sq.mts. and is bounded as under:

On the North –	By the Road
On the South –	By the paddy field of Comunidade of Taleigao
On the East –	By the property of Mukund Joshi and presently of Vencatesh Babu Sinai Kenkre
On the West –	By the sixth parcel of Maria Del Carmen Correia Da Graca E Miranda

SCHEDULE NO.II
(DESCRIPTION OF THE SAID FLAT NO. _____)

Flat No. _____, on the _____ floor of Building No. _____ of ‘MODELS COURTYARD’ having a carpet area admeasuring sq. metres and an exclusive carpet area of balcony admeasuring sq. metres. The super built up area of the SAID FLAT is _____ sq.meters, which includes the area covered by the external walls, exclusive balcony and terrace appurtenant to and exclusive use of the SAID

FLAT and proportionate incidence areas of staircases, elevators, lobbies, club house, gym, swimming pool, society office, etc. The SAID FLAT is/are shown delineated in red boundary line in the plan annexed. The SAID FLAT is constructed on the property better described in Schedule No.I and is bounded as under:

On the East :

On the West :

On the North :

On the South :

SCHEDULE NO.III
MODE OF PAYMENT

1	Not exceeding 10% of the total consideration as advance payment or application fee - On Booking	10%
2	Not exceeding 30% of the total consideration to be paid to the BUILDER/SELLER/PROMOTER after the execution of Agreement.	20%
3	Not exceeding 45% of the total consideration to be paid to the BUILDER/SELLER/PROMOTER on completion of the Plinth of the building in which the said Flat is located or onwhichever is earlier.	15%
4	Not exceeding 70% of the total consideration to be paid to the BUILDER/SELLER/PROMOTER on completion of the slabs including podiums and stilts of the building in which the said Flat is located or on whichever is earlier.	25%
5	Not exceeding 75% of the total consideration to be paid to the BUILDER/SELLER/PROMOTER on completion of the walls, internal & external plaster of the said Flat.	5%
6	Not exceeding 80% of the total consideration to be paid to the BUILDER/SELLER/PROMOTER upon completion of terraces with waterproofing, external plumbing, floorings of the said Flat.	5%
7	Not exceeding 85% of the total consideration to be paid to the BUILDER/SELLER/PROMOTER on completion of sanitary fittings, doors, windows, lobbies of the building in which the said Flat is located.	5%
8	Not exceeding 95% of the total consideration to be paid to the BUILDER/SELLER/PROMOTER on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be specified in the Agreement of sale of the building in which the said Flat is located.	10%
9	Balance Amount of 5% at the time of handing over of the possession of the Flat to the PURCHASER/ALLOTTEE on or after receipt of occupancy certificate or completion certificate.	5%

		100%
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SC H E DSCHEDULE NO.IV
Specificatio**SCHEDULE IV**
Specification of the Said Flat**The Structure:**

It is a R.C.C. framed structure of columns, beams and slabs. The internal partition walls will be Brick/AAC Block masonry and the external walls will be Brick/AAC Block/Laterite masonry.

Plaster:

External plaster will be double coat sand faced cement plaster. Internal plaster will be single coat with second coat of cement based putty.

Flooring :

The flooring will be of ceramic/vitrified tiles or equivalent. The average landing cost of the tiles will be Rs.500.00 per square meter. Toilet dado and floor will have glazed/ceramic tiles or equivalent. The average landing cost of the tiles will be Rs.400/- sq. mtr.

Doors & Windows:

All doors will have teakwood frames or equivalent and flush/teak shutters or equivalent. Window frames and shutters will be of Aluminum/UPVC or equivalent. The doors and windows will have steel/aluminium hinges and brass/aluminium fittings. The main door will have a night latch, aldop, eye piece, etc.

Kitchen:

The Kitchen will have a cooking platform with granite top and Stainless steel single bowl sink with drainboard. Ceramic tiles or equivalent lining of 60cms above the platform will be provided.

Internal Décor:

The walls and ceiling will be painted with oil bound distemper.

External Décor:

External walls will be painted with weather proof paint.

Plumbing & Sanitary:

Soil, waste and water pipes will be partially concealed. White glazed European W.C.units will be provided with flushing system. The sanitary installations will be in accordance with Municipal specifications. One shower one commode and one wash basin will be provided in each toilet.

Electrical Installations:

The electrical wiring will be concealed. In the living cum dining room four light points, two fan points, three plug points and one A/C point will be provided.

The bedroom will have two light points, one fan point, one plug point and one A/C point. Kitchen will have one light point, one 15 amps points and two 5 amps points. Toilets will have one light point and one 5 amps point each. One bell point will be provided.

Elevators:

One elevator will be provided in each building.

Water Tanks:

A common underground sump with a common electric pump and a common overhead tank will be provided.

Extra Works:

Further after taking possession of the SAID FLAT, the PURCHASER/ ALLOTTEE without obtaining the requisite permission from the Planning & Development Authority or the Town & Country Planning Department and the Village Panchayat Authorities, and the BUILDER/SELLER/ PROMOTER shall not be entitled to execute any additional work/s in the SAID FLAT by way of alterations, modifications or enclosures. Further, even after obtaining such permission, the PURCHASER/ALLOTTEE shall ensure that any repairs, additions, alterations done shall in no manner cause prejudice or affect the owners/occupiers of any other Flats in the SAID BUILDING, and in any case of any seepage of water or other defects such as cracks etc. found/ noticed by the Occupiers/ owners of the any other Flats, then the PURCHASER/ALLOTTEE shall be solely responsible and liable for the same and the PURCHASER/ALLOTTEE shall rectify the same is if necessary restore the shape of the structure as per the original approved plan. Further the PURCHASER/ALLOTTEE shall indemnify the BUILDER/SELLER/ PROMOTER if any of the other Flat purchaser/s in the SAID BUILDING suffer damages to their Flat and claim compensation on account of alterations or modifications carried out by the PURCHASER/ALLOTTEE of the SAID FLAT.

General:

The PURCHASER/ALLOTTEE shall obtain his electric connection from the electricity department for which the requisite meter deposit/service charges and such other expenses shall be paid by the PURCHASER/ALLOTTEE.

The BUILDER/SELLER/PROMOTER shall only provide the PURCHASER/ALLOTTEE with the required electrical test report which is sufficient for obtaining electrical connection.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Panaji in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED) for M/S MODELS LEISURE
VENTURES
BY THE WITHINNAMED)
"THE BUILDER/SELLER/
PROMOTER" OF THE FIRST PART) _____
MR.PETER VAZ
PARTNER

For self and as Power of Attorney holder for MRS. NATALINA VAZ

L.H.F.P. of Mrs.

R.H.F.P of Mrs.

SIGNED AND DELIVERED)

BY THE WITHINNAMED)

“PURCHASER/ALLOTTEE”)

OF THE SECOND PART) _____
MR.

L.H.F.P. of Mr.

R.H.F.P of Mr.

1. _____

2. _____

ANNEXURE – A

Opinion of Title by Adv. Vishwesh Kamat.

ANNEXURE –B

Plans of the Layout as approved by Greater Panaji Planning and Development Authority.

ANNEXURE – C

The Plan of the Layout as proposed by the BUILDER/SELLER/PROMOTER and according to which the construction of the building and open spaces are proposed to be provided for on the said project.

ANNEXURE -D

Floor Plan of the Said Flat No. _____ purchased by the PURCHASER/ALLOTTEE.

ANNEXURE – E

Common Use Terrace Floor Plan or Exclusive use Terrace Floor Plan

ANNEXURE – F

Covered Car Park denoted under No. ____ as shown on the plan annexed

ANNEXURE – G

Registration Certificate of the Project granted by the Real Estate Regulatory Authority.