

Agreement for Sale

This Agreement made at this day of in the year Two Thousand and

BETWEEN

M/S. BENNET AND BERNARD CUSTOM HOMES PRIVATE LIMITED, a Private Limited Company incorporated under the Companies Act, 1956, hereinafter referred to as the “PROMOTER” (which expression shall be deemed to mean and include its Directors, administrators, legal representatives, executors, successors and/or assigns jointly and/or severally, whichever the context or meaning shall so require or permit) **of the FIRST PART.**

AND

MR _____, hereinafter referred to as the “ALLOTTEE”, which expression shall be deemed to mean and include her heirs, administrators, legal representatives, executors, successors and/or assigns jointly and/or severally, wherever the context or meaning shall so require or permit) **of the SECOND PART.**

(RECITAL)

AND WHEREAS the ALLOTTEE has expressed his intention of owning an _____ in the said project along with proportionate undivided right and share in the Said Property, and accordingly approached the PROMOTER.

AND WHEREAS the ALLOTTEE prior to the execution hereof has perused the title documents regarding the ownership, and is also aware of the fact that the PROMOTER is going to enter into separate agreements with several other persons and/or parties who would be interested in acquiring the _____s in the SAID PROJECT.

AND WHEREAS the ALLOTTEE is entering into this agreement after having fully understood, acquainted with the project details, plan, pricing etc. and full knowledge of the rules, regulations, notifications, guidelines, applicable law, their rights, duties, obligation etc.

AND WHEREAS the PROMOTER agrees to construct for the ALLOTTEE and the ALLOTTEE agrees to finance the construction of the _____ bearing No. __, in the Said Project having a super built up area of ___ Sq. mts(____ Sq Ft) and carpet area of ___ Sq. mts(____Sq Ft), including incidence of staircases, located on the _____ floor, comprising of ___ bhk, in the Project “_____”, hereinafter conjointly referred to as the “SAID _____” for better particulars described in Schedules II together with proportionate undivided share in the Said Property described in Schedule I hereinafter written, and which said _____ is shown outlined in red colour.

AND WHEREAS the ALLOTTEE has agreed to pay to the PROMOTER a sum of **Rs.** _____/- (_____ **only**) towards financing the construction of the SAID _____; (which total amount includes GST, Stamp duty and registration fee, Electricity connection, Maintenance fee, Infrastructure Tax or any other charges as applicable at the time of execution of this document/ amounts/ duties/charges payable by the ALLOTTEE), towards the construction and purchase price of the SAID _____ along with _____, and the

proportionate undivided right, title and interest in the Said Property corresponding to the Built-Up area of the SAID _____, which is subject to the terms and conditions hereinafter appearing.

AND WHEREAS the PROMOTER shall construct and complete the construction of the SAID _____ as per the specifications given in Schedule III herein and in terms of the plan annexed hereto.

**NOW THIS AGREEMENT WITNESSETH THAT AND IT IS HEREBY AGREED BY
& BETWEEN THE PARTIES HERETO AS UNDER:-**

1. The parties agree that the above recitals form part and parcel of this Agreement for all purposes.
2. The PROMOTER shall construct and sell unto the ALLOTTEE, the Said _____ and the proportionate undivided right, title and interest in the Said Property corresponding to the Built-Up area of the SAID _____, at or for a total consideration of of **Rs. _____/- (_____ only)** less TDS as applicable, plus GST, Maintenance, Infrastructure Tax, Electricity Connection and any other Tax/Charges as applicable.
3. The ALLOTTEE shall make timely payment of all amount under this agreement whether demanded or not by the PROMOTER as per the Installment Schedule IV herein.
4. In case for any reason the ALLOTTEE fails or omits to make the payment on the above stipulated date, then in such event an interest @ 18% P.A is applicable on delayed payment till the actual date of payment, upon not clearing all her dues along with interest @18% per annum, within 7 days from the date of request, the PROMOTER shall be entitled to cancel and terminate this Agreement by written communication, whereupon the PROMOTER shall be entitled to forfeit 15% amount till then received or incase the payment or the amount received is less than 15% then the entire consideration received till then will be forfeited, on account of loss of opportunity and business and shall refund the balance amount without

interest to the ALLOTTEE on re-sale of the Said _____ to the third party or within 6 months from the date of such termination whichever is earlier.

5. In the event the ALLOTTEE intends to terminate this Agreement during the subsistence of the same for any reason of whatsoever nature without any fault on part of the PROMOTER, the ALLOTTEE is however allowed to do so provided the ALLOTTEE gives advance notice of one month to the PROMOTER.

6. Upon such termination of the Agreement, the PROMOTER shall be entitled to forfeit 15% amount of the total consideration of the Said _____ or incase the payment or incase the amount received is less than 15% then the entire consideration received till then will be forfeited, on account of loss of opportunity and business. AND THE PROMOTER after making such appropriation as set out above shall refund the balance amount without interest to the ALLOTTEE on re-sale of the Said _____ to the third party or within 6 months from the date of such termination whichever is earlier.

7. Upon clearing the entire consideration, the ALLOTTEE is allow to sell/transfer/assign the Said _____ in favor of any third person or party provided that the PROMOTER shall have the first option to purchase the same at the then prevailing fair market price. And in case the PROMOTER does not exercises the above option then the ALLOTTEE shall have procured a prior written approval of the PROMOTER for any such sale/transfer as stated hereinabove and shall duly perform and discharge all the covenants, condition and stipulations under this Agreement. The PROMOTER shall charge a transfer fee of @ 1% for scrutinizing each approval requirement, as the service charge for the same incase the ALLOTTEE wishes to sell/assign/transfer during the subsistence of the agreement, however, after the sale deed transfer fee is not applicable.

8. In case of House Tax, GST or any other Government Duty or Tax is payable in relation to the SAID _____ or the entire complex, the same shall be on the account of ALLOTTEE and or the ALLOTTEE of other _____s, as the case may be and the ALLOTTEE hereby agree and undertake to pay all such Taxes and Duties. The ALLOTTEE further agrees and undertakers to keep the PROMOTER indemnified against any such claim or demand that may be made by the

authority/ies. So also the ALLOTTEE agrees to pay Infrastructure Tax of Rs. 20/- per Sq. Ft. i.e. Rs. 30,440/-(Rupees thirty thousand four hundred and forty only) in respect of the SAID _____, on the day of the sale deed whichever is earlier.

9. The PROMOTER shall complete the construction of the SAID _____, as per the specifications mentioned in the SCHEDULE-III hereto and tender the possession thereof to the ALLOTTEE by _____, complete in all regards, with Occupancy Certificate, with all amenities in the said project being fully functional.

10. That in case there is any delay in completion of the said project or in handing over possession of the SAID _____ to the ALLOTTEE, the PROMOTER shall be entitled to an extension of only 6 months, provided however that this delay is on account of causes beyond the control of the PROMOTER, namely, non-availability of steel/cement/other building materials/water/electricity or due to issuance of any Notice/Act/Law/Statute/Order/Rule/Notification by the Government and/or other Public/Local/Competent Authority/Court of Law/Public Interest Litigation or approved plans needs revision/modification/renewal or due to delay in issue of the Occupancy Certificate by the local authority or the PROMOTER had to file an appeal before the appropriate authority/Court requesting for Occupancy Certificate or due to tempest, lightning, National Emergency, Acts of God, force majeure or any other causes/reasons beyond the control of the PROMOTER. The same will be notified to the ALLOTTEE.

11. As soon as the SAID _____ is completed and ready for occupation, the PROMOTER shall notify the ALLOTTEE) of the SAID _____ having been completed.

12. Within 15 days of the receipt of such notice as aforesaid in clause 11, the ALLOTTEE shall take the possession of the SAID _____ by paying the amounts and deposits, maintenance fees, electricity connection, infrastructure tax etc. under this agreement to the PROMOTER and performing all the terms and conditions and stipulations contained herein to be performed and observe by it.

13. The ALLOTTEE shall be deemed to have taken the possession of the SAID _____ on or after 15 days of receipt of such notice as aforesaid, hereinafter

referred to as the “the Deemed Date of Possession”, irrespective of whether the ALLOTTEE take actual physical possession thereof or not. After the Deemed Date of Possession of the SAID _____, the ALLOTTEE will hold the possession of the SAID _____ at her own risk and responsibilities.

14. In case the PROMOTER is not able to give possession of the Said _____ to the ALLOTTEE within that period specified above or within any other further date or dates as agreed by both the parties herein, on the above account or on account of any reasonable cause the ALLOTTEE shall be entitle to serve a notice of termination of the agreement to the PROMOTER. AND THAT the PROMOTER, shall within 6 months from the receipt of the said notice of termination, refund the entire money paid by her to the PROMOTER towards consideration of the Said _____. With this payment the PROMOTER will stand discharged from any further obligation under this agreement and shall be at liberty to dispose off the Said _____ to any other person on such consideration upon such terms and conditions as the PROMOTER deems fit.

15. It is agreed that after the date of possession or deemed date of possession whichever be earlier, the ALLOTTEE shall not be entitled to make any claim regarding any item of work, the material used for construction, fitting, fixtures and amenities etc. and the PROMOTER shall not be liable for any claim whatsoever for these or for any other such claim or claims.

16. If any alterations/modifications are to be carried out, it shall be done prior to handing over the possession by the PROMOTER to the ALLOTTEE and such activity will be written in requisition and consent by both the ALLOTTEE and the PROMOTER. No request of such changes and or alterations will be entertained post the date of possession.

17. If at any time prior to handing over of possession of the SAID _____ to the ALLOTTEE as stipulated in this agreement, the floor area ratio presently applicable to the Said Property, described in SCHEDULE-I hereto is increased, such increases shall belong to the benefit of and occur to the PROMOTER alone without any rebate to the ALLOTTEE.

18. After occupation, the ALLOTTEE shall use the SAID _____ for RESIDENTIAL purpose only for which SAID _____ is being acquired by them.

19. Upon paying the entire sale consideration, the PROMOTER, shall execute and register the necessary Conveyance Deed of the SAID _____ along with an undivided proportionate right, share interest in the SCHEDULE-I Property in favour of the ALLOTTEE.

20. The Stamp Duty, Registration Charges and other charges if any applicable at the time of registration of Agreement for Construction Cum Sale or Agreement for Sale, Deed of Conveyance, Transfer Deed, etc, in respect of the SAID _____ shall be exclusively borne by the ALLOTTEE herein.

21. The ALLOTTEE irrevocably agrees to abide by all the reasonable rules and regulations framed or to be framed at any time and from time to time by the PROMOTER and generally do all and every act that the PROMOTER may call upon the ALLOTTEE to do in the interest of the said Project and the ALLOTTEE of other _____s in the said project as mentioned in "Annexure A". Non-Compliance will be subject to a fine/penalty of maximum of INR 3/- Sq Ft of the Super built up area of the Said _____ on every incident of non-compliance.

22. The ALLOTTEE shall after being delivered possession, carry out all internal repairs of their SAID _____ agreed to be acquired by them at their own cost and maintain it in good condition, state, order and repair and shall observe all the rules and byelaws of the said project. The ALLOTTEE shall also always keep the PROMOTER indemnified from all losses and payments which the PROMOTER may hereto suffer or have to pay on behalf of the ALLOTTEE at any time in future.

23. For maintenance of individual _____S the ALLOTTEE shall allow the employee, nominees or agents of the PROMOTER or ALLOTTEE of the other _____s of the same project to enter into the premises at reasonable hours.

24. The common and essential services, amenities and facilities and up-keep shall be maintained by the by the maintenance facility of the PROMOTER of the said project "_____". The ALLOTTEE agrees and undertakes to share charges in equal proportions on account of general maintenance of the said project and

common amenities. . In case of there is a delay from the ALLOTTEE to the PROMOTER, towards the maintenance charges, the said delay will be subjected to a penalty of 22% Per annum till the actual payment.

25. For the operation of the maintenance of the said complex, the ALLOTTEE agrees to pay the Maintenance charges as mentioned in clause 25(a)below for the first 3 years and thereafter for every three years in advance, in the following manner:-

(a) ALLOTTEE shall pay to the PROMOTER or his nominee, an amount of Rs. _____/-(Rupees _____ Only) towards maintenance, garden, pool and housekeeping included in the sum total, for the Said _____ for a period of three years from the date of Possession. The delay will be subjected to a penalty of 22% Per Annum.

(b) After expiry of the said period of three years, the ALLOTTEE shall pay the maintenance fee as agreed at that time by the PROMOTER of the said project “_____”, for further three years @ Rs. 160/- per Sq ft for the Super built up. The delay will be subjected to a penalty of 22% Per Annum. In case there is increase in the cost of Maintenance charges, the ALLOTTEE agrees to indemnify the PROMOTER.

(c) The PROMOTER confirms that maintenance charges as stated in clause 25(a) above includes the following services:-

1. Painting of the _____ complex, Once in 3 years (All External),
2. Landscaping of the Garden and Common Areas,
3. Housekeeping/Cleaning of the _____ daily
4. General up keeping of the swimming pool and filters as recommended by the manufacturer. This maintenance of the swimming pools does not include any repairs/maintenance incurred due of damages or defects caused which are not due to the normal wear and tear expected during the normal usage as defined by the manufacturers.

26. In case any taxes, charges or outgoings levied by the Panchayat or any other competent authority exclusively pertaining to the SAID _____ shall be solely borne by the ALLOTTEE.

27. The Electricity Meter shall be obtained and installed by the PROMOTER before handing over the possession of the SAID _____. The ALLOTTEE shall be liable to pay the electricity charges to the PROMOTER from the date of actual possession. The ALLOTTEE shall pay additional amount of Rs. 85,000/-(Rupees Eighty Five Thousand Only), towards obtaining individual electricity connection to the PROMOTER, before handing over the possession.

28. The ALLOTTEE shall not do anything to the Said _____ or to the common passage or the compound which may be against the conditions or rules or byelaws of the _____ge Panchayat or any other authority. The ALLOTTEE shall not, without the consent of the PROMOTER make any changes/alterations, including any change in paint colour to the external facade or any other area inside the _____.

29. The ALLOTTEE, on the date of signing of the agreement, notify to the PROMOTER in writing the address where the correspondence are to be served to them. The ALLOTTEE shall also, from time to time, notify any change in the address to the PROMOTER. Any correspondence served at the said address or at the changed address by Registered A/D shall be deemed to have been served to the ALLOTTEE.

30. It will be sole obligation of the ALLOTTEE to insure the SAID _____ after possession is offered to the ALLOTTEE as aforesaid against all available insurance risks for an amount equal to the market/replacement value of the SAID _____, to pay every insurance premium regularly and to produce the insurance policy/policies as the receipts for the paid insurance premiums to the PROMOTER from time to time.

31. The above condition shall be an essence of this contract. However, the PROMOTER shall not unreasonably withhold the grant of such written approval for any such proposed transfers, if the pre-agreed condition hereinabove stated are fully complied with.

32. All differences, disputes arising between the ALLOTTEE and the PROMOTER relating to or concerning the interpretation, implementation, breach or otherwise of

this agreement, shall be referred for Arbitration in the State of Goa. Such Arbitration proceedings shall take place at Panaji, in accordance with the provisions of the Arbitration and Conciliation Act 1996, or any modifications thereof and shall be final and binding upon all.

33. That the PROMOTER and the ALLOTTEE hereby declare that neither the parties nor the original owners of the Said Property in transaction belong to SC/ST pursuant to the Notification No. RD/LAND/LRC/318/77 dated 21/08/1978.

34. This Agreement for Construction Cum Sale is engrossed/printed on stamp papers of total value of **RS. ____/- (Rupees _____ nine)** which is 2.9% payment of the stamp duty that is due and payable on account of the transfer of such immovable property effected by virtue of this agreement which is its market value i.e. a sum of **Rs _____/- (Rupees _____ Only)**

SCHEDULE-I

(DESCRIPTION OF THE SAID PROPERTY)

ALL THAT SAID PROPERTY known as “_____” also known as “_____”, admeasuring an area of _____ Sq mts, situated within the jurisdiction of the _____ge Panchayat of Assagao, Taluka and Sub-District of Bardez, District of North Goa and State of Goa, described in the Land Registration Office of Bardez under No. _____ at Pages _____ of Book _____, enrolled in the Land Revenue Roll (MatrizPredial) under No. _____, surveyed under survey No. _____ and the same is bounded as under:-

On the North:- By the property bearing Survey No. _____,

On the South:- By the property bearing Survey No. _____,

On the East:- By the property bearing Survey No. _____,

On the West:- By the property bearing Survey No. _____.

SCHEDULE II

(DESCRIPTION OF THE SAID _____)

ALL THAT SAID _____ bearing No.____, having a super built up area of ____ Sq. mts(____ Sq Ft) and carpet area of ____ Sq. mts(____Sq Ft), including incidence of staircases, located on the Second floor, comprising of __bhk, together with the proportionate undivided right, title and interest in the Schedule-I Property corresponding to the built-up area of the SAID _____, in the PROJECT “ _____”, situated at Assagao, Bardez-Goa.

SCHEDULE III

(SPECIFICATION OF THE SAID _____)

THE PROMOTER has agreed to provide the SAID _____ as a fully furnished unit. The details/list of items provided in the said _____ is described below. The ALLOTTEE accepts and understands that the items listed herein are Subject to Market Availability.

CONCEPT & FEATURES

LIVING AND DINING

BATHROOMS

AMENITIES AND HIGHLIGHTS

STRUCTURAL CHARACTERISTICS

Kitchen & Dining

SCHEDULE IV
PRICE OF THE SAID _____
(INSTALLMENT SCHEDULE)

A. Upon signing this Agreement ALLOTTEE has paid an amount of Rs. ____/- (Rupees _____ only), received amount excluding VAT, Service TAX and GST, less 1% TDS of Rs. ____ /-(Rupees sixty thousand nine hundred and eighty seven only), paid by the ALLOTTEE on behalf of the PROMOTER.

B. Thereafter the ALLOTTEE accepts and agrees to pay to the PROMOTER each of the following installments along with applicable GST, within 7 days of date of request, subject to the PROMOTER fulfilling the stage of construction as mentioned below in the hereunder.

Stages	%age	Amounts
At the time of booking	Token	INR ____
Before _____	Upfront	INR ____
At the time of completion of first floor slab	8.0%	INR ____
At the time of completion of structure	10.0%	INR ____
At the time of completion of masonry work	10.0%	INR ____
At the time of completion of plastering, conducting and plumbing	10.0%	INR ____
At the time of completion of flooring	10.0%	INR ____
At the time of completion of paints, polish, electrical and fit outs	5.0%	INR ____
At the time of hand over	2.1%	INR ____
Extras Paid on Possession	Maint. & Elect.	INR 0
Total	100%	INR _____

ANNEXTURE I

(STANDARD RULES AND REGULATIONS OF _____)

The following policies guide _____ Home owners and the owners/occupants are obliged to comply with:

It is expressly agreed and clearly understood that all the residents of the _____ have purchased the _____s after knowing the terms and conditions to maintain the sanctity and for the smooth functioning of the complex.

The residents of the _____ shall individually hold their respective _____s on ownership basis without any interruption of whatsoever nature. However, the residents of the _____ shall have full and free access to the use and enjoyment of the communal area, amenities, facilities, but subject to the covenants, rules and regulations which are as follows:-

1. USE:-

The _____ owners shall utilize their _____ purely for residential purpose. The _____ owners shall not use the _____ for any purpose prohibited by law, by the local authorities. No commercial activity of any type whatsoever shall be carried out in the complex or in _____ by the owners.

Soliciting of goods and services and any religious or political activity is not permitted.

Residents are responsible for the conduct of family, friends and visitors which could affect the satisfactory utilization of the communal areas, amenities and services and could cause nuisance or annoyance to the other owners or occupiers of other _____s in the complex.

The _____ owners shall not do any act which is likely to endanger the safety of the complex or their _____s, walls, floors or roofs and/or gives scope for any fire hazard, nor shall bring in or store any use any inflammable or hazardous or illegal materials. The use of cooking gas or other fuel and of oxygen for medical purpose is not covered by this clause.

The name of the _____ owners shall be put, in standardized letters at the location/boards that may be designated in the entrance of each _____ or on the main door of the _____ but at no other place in the complex. Sign boards and/or logo of the _____ owners are not permitted on the exterior of the said development.

2. NOISE:-

The _____ owners shall not cause nuisance or excessive noise or other annoyance or disturb the peaceful enjoyable complex or the surrounding areas so as to ensure the prevalence of a serene and quiet environment of the Master Community at all times.

No loud music or partying shall be permitted from 9.00pm to 7.00 am. In an _____ or outside area. Consistent with city ordinance, no construction-related work of any kind is allowed on Sundays, after 7 pm on any day, or before 8 am on any day.

Noise from units must comply with _____ge noise standards.

3. PETS:-

The _____ owners are permitted to keep household pets, the owner will be fully responsible that the pets are cared for and controlled accordingly.

Any problems or damages caused by pets will be the responsibility of the _____ owner, the _____ owner will be held accountable for any action or costs arising from the behaviour of the pet. This includes internal and external problems or damage to people, buildings or landscaping.

Prevent them from entering the swimming Pool etc.

Prevent from making loud noise which can disturb the neighbouring _____ owners.

4. WASTE MANAGEMENT:-

Not use or permit to be used the lavatories, toilets, sinks and drainage and other plumbing facilities in the _____ or the Common Property for any purposes other than those for which they were constructed or provided and shall not deposit or permit to be deposited therein any sweepings, rubbish or other matter and any damage thereto caused by misuse shall be made good by the Owner immediately upon notification of the same.

Trash: All garbage/trash shall be placed in the dumpster provided by the Management of _____ and all recycling in recycle containers provided Management of _____. Any trash, debris, garbage, or large items left on the ground or other common areas may be removed by the association and the Management shall impose a fine in the amount of INR 1 per Sq. ft. of occurrence, assessed against the _____ responsible for such trash.

5. DANGEROUS ACTIVITIES:-

An Owner shall not store any material, or do or permit or allow to be done, any other dangerous act in their _____ or in the Common Property.

The PROMOTER or the Management of _____ shall not be responsible for any property damage, accident in or around the common property or bodily injury sustained or incurred by the _____ Owner due to the negligence of the _____ OWNERS/OCCUPANTS.

6. STRUCTURAL ALTERATION:-

The _____ owner shall not do any act or thing that may adversely affect the aesthetic appearance/beauty of the _____ nor do anything in the common property including balconies and patios which may cause any nuisance or hindrance to the other _____ owners.

The Management of _____ shall remove any structure or installation, plant or equipment, aerial or any other fixture, sign advertisement or any other thing

whatsoever which contravenes the rules and regulations, as aforesaid was erected or installed, the cost and expenses of such removal shall be payable by the _____ owner respectively.

7. INSPECTION:-

That the _____ owners shall permit the Management of _____ or such person as they may designate at all reasonable times to enter into and upon their respective _____s or any part thereof to repair any part of the said project or for their purpose of maintenance, cleaning, lighting and keeping in order and good condition all sewers, drains, pipes, cables, water courses, gutters, wires, walls or structures or other conveniences and also for the purpose of laying, maintaining, repairing and testing drainage, gas and water and other pipes, television, telephone and electric wires and cables or for similar other purposes.

-20-

8. VISITS:-

The visitors should register their names at the reception. No visitors shall be permitted to enter the residential area without the permission of the _____ owners, registering, confirming at the reception and security point.

The _____ owners shall co-operate with the security guards, Management staff and personnel in the execution of their duties.

9. INDEMNIFICATION:-

That the _____ owners are aware that lifeguard services for the swimming pool are not provided/intended to be provided now, or at any time in the future, and that all persons using the pool or entering the pool area doing so entirely at their own risk and responsibility. The pool is strictly for use by the _____ owners only, others may do so, only with permission of the Management of _____. Children should not enter the pool area unless supervised by a parent/adult/guardian. Pool users shall abide by all rules displayed on the board erected at the entrance to the pool.

The _____ owners indemnifies and keeps the Management of _____ forever indemnified against any expenditure, loss or expenses arising from any claim, demand, liability suit or legal proceedings on account of any injury, accident or death or any other accident, occurrence, offence arising from/ during the use and enjoyment of the said estate unit, swimming pool, communal area and amenities etc; by the _____ owners or their family, guests or visitors or staff or all persons claiming through or under the _____ owners.

All the _____ owners shall observe and confirm to all the rules and regulations and all additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the _____ge and for the observance of the rules, regulations and byelaws of the local authority and of Government and other public bodies.

10. ALTERATIONS/MODIFICATIONS/CHANGES:-

Any alteration/modifications/changes in future shall be implemented as and when needed to maintain the sanctity of the project and for its smooth functioning.

-21-

11. VANDALISM:-

Any damage caused within common areas or to property within common areas including grass, footpaths, furniture and equipment will be assessed by the managing agent and the costs of any repairs or replacement items will be met by the individual responsible. The resident will be responsible for any damage or loss caused by their visitors.

12. HOME APPEARANCE:-

Washing: An Owner shall not place or hang any washing or laundry or any other items on any part of the _____ where it is visible from outside.

Windows: Exterior Attachments: Owners shall have a common obligation to maintain, renovate and safeguard all common walls separating _____ from the adjacent ones whether horizontally or vertically.

No television aerials or satellite dishes may be attached to the exterior of any _____ without the prior written consent of the PROMOTER Management of _____ and then only upon the terms and conditions contained in such consent.

IN WITNESS WHEREOF, the PROMOTER and ALLOTTEE have signed and affixed their signatures on this agreement to sell after understanding its contents at the place, day, month and year, first written above.

SIGNED AND DELIVERED BY THE WITHIN NAMED

PROMOTER:

M/S. BENNET AND BERNARD CUSTOM

HOMES PRIVATE LIMITED

THROUGH ITS DIRECTOR

MR. _____

(MR _____)

FINGERPRINTS

Left Hand

Right Hand

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

**SIGNED AND DELIVERED BY THE WITHIN NAMED
ALLOTTEE:**

Mr. _____

(MR. _____)

FINGERPRINTS:

Left Hand

Right Hand

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

IN THE PRESENCE OF :

1. _____

2. _____