

## AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE** is made and executed in this City of Margao, Taluka and Registration Sub - District of Salcete, District of South Goa, State of Goa, on this \_\_\_\_\_ day of the month of \_\_\_\_\_ in the Christian year of **Two Thousand and Twenty** [\_\_/\_\_/2020];

### BY AND BETWEEN

**1. M/s RAYCON BUILDERS**, with office at Shop No. 4, Building A, Sapana Majestic, St. Joaquim Road, Borda, Margao, Salcete - Goa, 403602, a sole proprietary concern of **Mr. Rayesh Ratnakar Raikar, alias Mr. Rayesh Ratnakar Raiker**, son of Mr. Ratnakar Raikar, aged about 32 years, married, business, Indian National, having Income Tax Pan No. [REDACTED], Aadhaar No. [REDACTED] having Electronic Mail ID as rayconbuilders@gmail.com, hereinafter referred to as "**The Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and permitted assigns etc) of the **FIRST PART**;

**AND**

**(FOR INDIVIDUALS)**

**2. Mr./Ms./Mrs.** \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_, aged about \_\_\_\_ years, married/unmarried, (occupation), (Nationality), residing at \_\_\_\_\_, having Income Tax Pan No. \_\_\_\_\_, Aadhar Card No. \_\_\_\_\_, with Cell Phone No. +91 \_\_\_\_\_, and Electronic Mail ID as \_\_\_\_\_,

**OR**

**(FOR FIRMS)**

**2. M/s.** \_\_\_\_\_, a partnership firm / sole proprietorship firm, duly registered with the Registrar of Firms at \_\_\_\_\_, under Registration No. \_\_\_\_\_, having office at \_\_\_\_\_, with Income Tax Pan No. \_\_\_\_\_, through its authorized signatory/partner/sole proprietor **Mr./Ms./Mrs.** \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_, aged about \_\_\_\_ years, married/unmarried, (occupation), (Nationality), residing at \_\_\_\_\_, having Income Tax Pan No. \_\_\_\_\_, Aadhar Card No. \_\_\_\_\_, with Cell Phone No. +91 \_\_\_\_\_, and Electronic Mail ID as \_\_\_\_\_,

**OR**

**(FOR COMPANIES)**

**2.** \_\_\_\_\_ Private Limited, a Company duly registered under the Companies Act \_\_\_\_\_, and functioning under the Companies Act, 2013, having its registered office at \_\_\_\_\_, with Income Tax Pan No. \_\_\_\_\_, through its duly authorized signatory **Mr./Ms./Mrs.** \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_, aged about \_\_\_\_ years, married/unmarried, (occupation), (Nationality), residing at \_\_\_\_\_, having Aadhar Card No. \_\_\_\_\_, with Cell Phone No. +91 \_\_\_\_\_, and Electronic Mail ID as \_\_\_\_\_, so authorized vide Board Resolution of the Company dated \_\_\_\_\_

Hereinafter jointly and severally referred to as "**The Allottee(s)**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/its heirs, successors, executors, administrators, legal representatives and permitted assigns etc) of the **SECOND PART**;

**AND**

3. **Mr. RATNAKAR RAIKAR**, son of Mr. Vithal Raikar, aged about 71 years, married, business, Indian National, having Income Tax Pan No. [REDACTED], Aadhaar Card No. [REDACTED], with Electronic Mail ID as \_\_\_\_\_ and Cell Phone No. +91 \_\_\_\_\_, and his wife;

4. **Mrs. KANCHAN R. RAIKAR**, daughter of Mr. \_\_\_\_\_, aged about 66 years, married, housewife, Indian National, holding Income Tax Pan No. [REDACTED], Aadhaar Card No. [REDACTED], with Electronic Mail ID as \_\_\_\_\_ and Cell Phone No. +91 \_\_\_\_\_, both residents of H. No. 2177, Marlem, Borda, Salcete – Goa, both hereinafter referred to as "**The Landowner(s)**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/its heirs, successors, executors, administrators, legal representatives and permitted assigns etc) of the **THIRD PART**;

**AND**

5. **Mrs. RADHA RAYESH RAIKER**, alias Radha Anil Lotlikar, daughter of Mr. Anil Govind Lotlikar, wife of Mr. Rayesh Ratnakar Raikar, aged about 30 years, married, business, Indian National, having Income Tax Pan No. [REDACTED] Aadhaar Card No. [REDACTED] [REDACTED], having Electronic Mail ID as rayconbuilders@gmail.com, resident of H. No. 2177, Marlem, Borda, Margao, Salcete – Goa, 403602, hereinafter referred to as "**The Confirming Party**" (which

expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/its heirs, successors, executors, administrators, legal representatives and permitted assigns etc) of the **FOURTH PART**;

In this Agreement, unless the context requires otherwise, a reference to the singular includes a reference to the plural and vice versa, and a reference to the masculine gender includes the feminine.

**WHEREAS:**

- A.** There exists an immovable property known as "MADLEM" or "MARLEM", situated at Ward Marlem, Borda, of Margao, within the limits of the Margao Municipal Council, Taluka and Registration Sub – District of Salcete, District of South Goa, State of Goa, which immovable property shall hereinafter be called the '**Entire Property**' and is more particularly described in the **First Schedule** appended herein under. The Land Owners are the owners in title of the Entire Property;
- B.** By and under an Agreement of Development and Sale dated August 18, 2017, duly executed before the Notary Public Adv. N. R. Bale, at Margao, Salcete – Goa, the Land Owners have authorized and permitted the Promoter to develop all that Plot E of the Entire Property, for consideration and on the terms and conditions mentioned therein;

- C.** The above said Plot E of the Entire Property, having a separate, distinct and independent identity, admeasures an area of about 2540 sq mts, is more particularly described in the **Second Schedule** appended herein under, and is more particularly demarcated and delineated in red ink in the plan annexed hereto at **Annexure A**, which Plot E shall hereinafter be called the '**Project Land**';
- D.** Vide the said Agreement of Development and Sale (**Development Agreement**) and vide a Power of Attorney executed by the Land Owners in favour of the Promoter, (**POA**) both dated August 18, 2017, the Promoter was entitled and enjoined upon to construct 4 residential villas on the Project Land, and further the Promoter is now in peaceful and open possession of the Project Land;
- E.** Pursuant to the rights, title and authority acquired as hereinafore stated, the Promoter had commenced the construction and developing of a residential project to be known as '*Vian Residency – Phase I*' (hereinafter referred to as '**Phase -I**'), on a part of the Project Land, consisting of 4 (four) residential Villas, for residential and/or any other authorized use, together with provision of parking spaces and various other necessary amenities and services thereto for the purpose of selling, leasing or otherwise transferring the same to prospective purchasers, lessees and other transferees;
- F.** Subsequently, vide an Addendum to the Development Agreement executed by the Land Owners in favour of the Promoter, on October 30, 2020, the Promoter is also entitled and enjoined to utilize and consume the further development potential of the Project Land by

constructing thereon a residential building comprising of residential apartments;

- G.** On completion of the development of the Project Land or portions thereof from time to time, the Promoter is further entitled to hand over possession of the said residential apartments constructed thereon to the prospective purchasers, lessees and other transferees thereof as desired or directed by the Promoter;
- H.** The Parties shall do all such acts, deeds, and things and render all possible assistance to each other as may be necessary and expedient to facilitate the development of the Project Land by the Promoter, including the execution of this Agreement and registering the same with the concerned registration authority / Sub - Registrar of Salcete at Margao;
- I.** Pursuant to the rights, title and authority acquired as hereinafore stated, the Promoter is now constructing and developing a residential project to be known as '*Vian Residency - Phase II*' (hereinafter referred to as the '**Said Project**'), on a part of the Project Land, subject to statutory exemptions, if any, and shall be consisting of a residential building (hereinafter referred to as the "**Building**"), comprising of ground floor of stilt parking and 4 upper floors, comprising 16 (sixteen) residential Apartments, (hereinafter collectively referred to as the '**Apartments**' or individually as the '**Apartment**') for residential and/or any other authorized use, together with provision of parking spaces and other necessary amenities and services thereto like \_\_\_\_\_, for the purpose of selling, leasing or otherwise transferring the same to prospective purchasers, lessees and other transferees at his own

risk and responsibility (collectively referred to as '**Project**') in the manner and on the terms, conditions, stipulations and provisions of approvals and the Promoter is also entitled to sign and execute the necessary agreements, deeds, documents and writing with the purchasers/transferees of the Apartments. The proposed layout plan of the Project Land with outline of the Building within the approved plan is marked as **Annexure B** annexed hereto. The said layout plan of the Project Land depicts Phase – I and Phase – II, i.e. the Project.

- J.** The permissible development of the Project Land is residential and the Promoter has got all necessary approvals and sanctions from the concerned local and statutory authorities, more particularly detailed herein at **Annexure C**.
- K.** Further the Promoter shall obtain the necessary approvals from the competent authorities from time to time so as to obtain such certificate for use and occupation of the Project, post completion of the construction thereof.
- L.** The Promoter has entered into an Agreement with Architect \_\_\_\_\_, registered with the Council of Architects and has appointed a structural Engineer for the preparation of the structural design and drawings of the building/s in the Project.
- M.** Copies of the Title Documents, Sanad, Technical Approval, Construction License and Health NOC, hereinabove referred along with a copy of the Certificate of Title issued by the Advocate and Legal Practitioner of the Promoter, copies of the Project Land Property Card showing the nature of the title of the Promoter to the Project Land, along with all approvals, documents, plans and



approvals have been handed over to the Allottee(s). The Allottee(s) has/have verified and is/are satisfied with all the title documents and deeds, which entitles the Promoter to construct and allot Apartments in the Said Project.

- N.** The Allottee(s) are offering to purchase with the full knowledge that the Promoter has obtained all necessary approvals from the competent authorities for the development of the Project Land.
- O.** The Allottee(s) are aware that the facilities and utilities area of the Project shall be developed as per the provisions of the approved plan layout. As per the approved plans, the Promoter shall construct the amenities promised such as  which shall be located within the Project Land at the designated location as demarcated in the approved plan.
- P.** At the time of booking, the Allottee(s) has been informed by the Promoter the payment schedule, installments to be paid as the payment schedule agreed between the parties and other payments related terms and conditions including but not limited to interest payable on delayed payments and delayed possession. Upon agreeing and accepting the above, the Allottee(s) has/have applied to the Promoter for allotment of such property (herein after referred to as the '**Unit**') in the Said Project, details of which, including Apartment Number, Floor, and carpet area, etc more particularly detailed and described in '**Annexure D** and **Third Schedule**, along with pro-rata share in the common areas as defined under clause (n) of Section 2 of the Real Estate (Regulation and Development) Act, 2016, (hereinafter referred to as the '**Said Act**'). On the basis of such above application, the Promoter has

offered to the Allottee(s) the Unit as per terms and conditions mentioned below. The authenticated copy of the floor plan of the Unit agreed to be purchased by the Allottee(s), as sanctioned and approved has been annexed and marked as **Annexure E**. The Allottee(s) has agreed to purchase the Unit for the Sale Consideration as set out in **Annexure F** mentioned herein, along with such additional deposits and list of other outgoings being listed out therein (hereinafter referred to as the said "Additional Outgoings"). The amounts mentioned in Annexure F are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to TDS, GST and its effect, Krishi Kalyan Cess, Swach Bharat Cess, Land under Construction Tax, Local Body Tax, External Development Charges, Infrastructure and/or Development charges (like water, electricity and sewerage connection charges and all deposits payable to the concerned authorities) and/or all other direct/indirect taxes/duties, impositions, stamp duty charges, registration charges, both present and future, applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/bodies in respect of the Unit and/or the transaction contemplated herein and/or in respect of the Sale Consideration and/or the other amounts shall be payable by the Allottee(s). The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter shall be binding on the Allottee(s). At the request of the Allottee(s), the Promoter has agreed to permit the Allottee(s) to use the car park space/s as mentioned in the Annexure D.

- Q.** The list of amenities and specifications, to be provided by the Promoter in the Unit and the Project are set out in **Annexure G**, annexed hereto. The said amenities and facilities shall be common to Phase I and the Project, i.e. Phase – II, for concomitant use by the Allottee(s) and the other allottee(s) / users of both the phases on the Project Land
- R.** The Promoter is constructing and providing certain common area, amenities, facilities and specifications (hereinafter referred to as the said "**Amenities**") in the Project and the Project Land, available for use and enjoyment of the Allottee(s) of Project, in the manner as maybe decided by the Promoter and the Allottee(s) shall not object to the same in any manner whatsoever. The Allottee(s) shall be entitled to use such Amenities, subject to the rules, regulations and guidelines framed by the Promoter and / or the Organization (defined hereunder), as the case maybe.
- S.** Prior to the execution of these presents, the Allottee(s) has/have paid to the Promoter such sums only as mentioned in Annexure F, being part payment of the Sale Consideration of the Unit agreed to be sold by the Promoter to the Allottee(s) (the payment and receipt whereof the Promoter hereby admits and acknowledges) and the Allottee(s) has/have agreed to pay to the Promoter the balance of the Sale Consideration in the manner appearing in the payment schedule mentioned in Annexure F and as may be demanded by the Promoter.
- T.** The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act 2016 with the Real Estate Regulatory Authority read with Goa Real Estate (Regulation

and Development) Rules, 2017 ("**Rules**") at Registration No \_\_\_\_\_ valid upto \_\_\_\_\_, available at website link [rera.goa.gov.in](http://rera.goa.gov.in). The authenticated copy of the registration certificate is attached as "**Annexure H**".

- U.** The carpet area of the Unit is mentioned in Annexure D in square meters and the terms "Carpet Area", "Exclusive Balcony / Verandah Area" and "Exclusive Open Terrace Area" shall be as defined under the Act.
- V.** The Allottee(s) has represented and warranted to the Promoter that the Allottee(s) has the authority and eligibility to enter into and perform these presents and has clearly understood his rights, duties, responsibilities and obligations under these presents. The Allottee(s) hereby undertakes that he shall abide by all laws, rules, regulations, notifications and terms and shall be liable for defaults and/ or breaches of any of the conditions, rules or regulations as may be applicable to the Project and the Unit.
- W.** Relying upon the aforesaid application, the Promoter has agreed to allot and sell to the Allottee(s), and the Allottee(s) has agreed to purchase the Unit at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing. Further, the Land Owners, upon due nomination of the Promoter has agreed to transfer and sell to the Allottees(s) and the Allottee(s) has agreed to acquire from the Land Owners, the proportionate undivided rights to the Project Land, corresponding to the Unit.

X. The Parties have agreed to the terms and conditions of this Agreement as set forth hereinafter and confirm that the recitals shall form a part of the Agreement between the Parties.

**NOW, THEREFORE, THIS AGREEMENT FOR SALE WITNESSETH  
AS UNDER**

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**1. THE PROJECT AND DEVELOPMENT:**

- I. The Promoter has commenced development of the Project Land, for the purpose of constructing the Project within a portion of the Project Land. The Promoter intends to construct and develop the Project Land for residential use and/or such other authorized use by optimum utilization of the Floor Area Ratio (FAR) together with the infrastructure and common areas and amenities thereof, in accordance with the applicable laws (after considering setback, ground coverage, green area, car parking etc.) as a residential Project.
- II. The Allottee(s) confirms that all Amenities, common pathways, driveways, access roads, recreational area and all such areas shall be jointly used and maintained by all purchasers of the Project Land. Further, the said Amenities, common pathways, driveways, access roads, recreational area and all such areas, shall be for the common use of all the allottee(s) / users of both the Phases on the Project Land. The Allottee(s) waives his rights to raise any objection in this regard

- III. The Promoter has informed the Allottee(s) and the Allottee(s) hereby confirms and acknowledges that the Project Land is being developed by the Promoter in a phase-wise manner as may be decided by the Promoter in its absolute discretion from time to time. The Allottee(s) further acknowledges and confirms that the Promoter may, at any time, revise/modify the layout and/or master plan of the Project Land, including but not limited to, permitting the construction of additional buildings, without affecting the Unit, in such manner as the Promoter may deem fit, in its sole discretion, subject to the applicable laws. However, the same is further subject to the sanction of the competent authorities and/or may undertake revision and modification any of the aforesaid phases, if required by the competent authorities.
- IV. The Promoter hereby declares that the Floor Area Ratio (FAR) available as on date in respect of the Project is as mentioned in the approved plan and the Promoter may utilize any balance FAR by availing of TDR (Transferable Development Rights) or FAR available on payment of premiums.
- V. The Allottee(s) further acknowledges that, at its sole discretion:
- (i) the Promoter shall also be entitled to freely deal with other phases, if any, comprised in the Project Land (along with the FAR/TDR or otherwise) including by way of sale or transfer to any entity as the Promoter may deem fit, and
  - (ii) the Promoter may also sell/transfer its stake in the other phases, if any, to any person as it deems fit, in accordance to the then existing and applicable laws.

- VI. The unutilized/residual FAR (including future incremental or enhancement due to change in law or otherwise) in respect of the Project Land shall always be available to and shall always be for the benefit of the Promoter and the Promoter shall have the right to deal or use the FAR and/or TDR as it may deem fit, without any objection or interference from the Allottee(s) or Organization. In the event of any additional FAR in respect of the Project Land or any part thereof being increased as a result of any favorable relaxation of the relevant building regulations or increase in incentive FAR or otherwise, at anytime, hereafter, the Promoter alone shall be entitled to the ownership and benefit of the all such additional FAR for the purpose of the development and/or construction of structures on the Project Land as may be permissible under applicable law.
- VII. In the event the land adjoining to the Project Land is owned/developed by the Promoter (or the Promoter's associate/nominee), the Promoter reserves the right to develop the same, either by amalgamating the same with the Project Land and/or sub-dividing and/or amalgamating the Project Land and the adjoining land, as the Promoter may deem fit and proper in accordance with the applicable laws, so as to utilize the full potential of the FAR available.

## **2. THE UNIT:**

- I. The Allottee(s) hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee(s), and further, the Land Owners, upon due nomination of the Promoter, has agreed to transfer and sell to the Allottees(s) and the Allottee(s) has agreed to acquire from the Land Owners, the proportionate undivided rights to the Project Land, corresponding to the Unit, the residential Apartment as detailed in Annexure D (hereinafter referred to as "**the Unit**") of the Project as shown in the approved floor plan, hereto annexed and marked Annexure E for such Sale Consideration as mentioned in Annexure F, which includes the proportionate price of the common areas and facilities in relation to the Unit, to be paid as per the payment schedule as mentioned in Annexure F. The nature, extent and description of the Amenities and the fixtures and fittings with regards to the Unit are set out in Annexure G annexed herewith.
- II. The Promoter hereby agrees to allot to the Allottee(s), car park(s) at such location as mentioned in Annexure D for his own use and not otherwise. Earmarking of the parking number will be done at the time of handing over the possession of the Unit. Each allotted car parking space will entitle the Allottee(s) the right to park only one vehicle. In case of transfer of the Unit, the right to use the car parking space shall be automatically transferred along with the Unit. The right to use the car parking space under no circumstances is separately transferable. The Allottee(s) agrees that only the allotted car parking space would be used exclusively for parking of his light motorized vehicles and would not be used as storage or otherwise.



- III. The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the Unit is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. If there is any reduction in the carpet area, then in such event the only recourse of the Allottee(s) shall be a refund by the Promoter of the excess money as per applicable law. If there is any increase in the carpet area allotted to Allottee(s), the Allottee(s) shall make payment with the next milestone of the Payment Schedule and/or on or before possession and the Allottee(s) shall not be entitled to cancel and terminate this booking on account for this variation. Such monetary adjustment shall be made in proportion to the Sale Consideration.

### **3. THE SALE CONSIDERATION AND PAYMENT TERMS:**

- I. The Sale Consideration as agreed between the parties for the Unit is mentioned in Annexure F. It is also agreed between the Parties that the Sale Consideration includes the proportionate right, title and interests in common areas with respect of the Unit. The amounts mentioned in Annexure F are exclusive of all taxes, charges, levies, cess etc. which may be levied by any appropriate authorities.
- II. The Allottee(s) has paid such amounts as mentioned in Annexure F till the execution of this Agreement as part payment of the Sale Consideration for the Unit to the Promoter, the receipt whereof, the

Promoter does hereby acknowledge. The Allottee(s) agrees to pay the balance Sale Consideration as per the payment schedule along with such additional deposits and list of other outgoings as specified in Annexure F to the Promoter and as may be demanded by the Promoter, time being of the essence.

- III. The Sale Consideration and the Additional Outgoings and all such amounts as mentioned in Annexure F excludes all taxes charges, levies, cess etc., applicable on transfer and sale of the Unit to the Allottee(s) and applicable on the construction, project cost, work contracts on the Project, both present and future, or any increase thereof, as may be applicable from time to time. Such amounts shall be separately charged and recovered from the Allottee(s) on pro – rata basis, as applicable.
- IV. The Allottee(s) would also be liable to pay interest/penalty/loss incurred by the Promoter on account of the Allottee(s)' failure and/or delay to pay such taxes, levies, cess, statutory charges etc. Further, all stamp duty amounts, registration charges, statutory charges, lease rental, all taxes, levies, cess etc. as may be applicable, due and levied by the statutory or local authority with respect to purchase of the Unit and conveyance of the Project Land to the Organization of the units owners, shall be the sole obligation of the Allottee(s) under this Agreement, to pay such amounts, and such amounts are excluded from the computation of the Sale Consideration and the Additional Outgoings.
- V. The Allottee(s) is aware of the applicability of Tax Deduction at Source (TDS) with respect of the Unit. Further, the Allottee(s) is aware that the Allottee(s) has to deduct the applicable TDS at the

time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per Section 194-IA of the Income Tax Act, 1961. Further, the Allottee(s) shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

- VI. The amounts mentioned as Additional Outgoings as mentioned in Annexure F herein are provisional and based on estimates. If there are any additional charges and/or increase in the existing charges due to actual cost incurred or demand by statutory authority and/or otherwise, any shortfall shall be paid by the Allottee(s). The Allottee(s) shall separately pay the Common Area Maintenance charges ("**CAM Charges**") as per the terms of this Agreement. The Allottee(s) shall be liable to pay both the deposits and the monthly expenses towards CAM charges in accordance with this Agreement, time being of the essence.
- VII. Individual electricity connection/meter charges, water/storm water connection charges, sewerage connection charges, IGL/LPG connection charges including its infrastructure charges, deposits to the concerned authorities, on account of additional fire safety measures undertaken, broadband, internet connection charges, increases in deposit of security amounts of water, electricity etc., any new infrastructure charges and increase thereof for bulk supply of electrical energy and all/any other charges as mentioned under Annexure I are not included in the Sale Consideration of the Unit and the actual/proportionate amount shall be additionally payable by the Allottee(s) on or before the offer of possession of the Unit, as and if applicable.

- VIII. The Allottee(s) shall pay all charges and expenses with respect to the professional costs of the Attorney-at-Law/Advocates of the Promoter, including for but not limited to the formation and conveyance to the Society, if any, Share Money, Legal Charges, Society formation and consultancy retainer fees etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease, as the case may be, at any time on or before the execution and registration of the Agreement for Sale.
- IX. In the event of dishonor of any payment instruments or any payment instructions by or on behalf of the Allottee(s) for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee(s) of the dishonor of the cheque and the Allottee(s) would be required to promptly tender a Demand Draft of the outstanding amounts including interest from the due date till the date of receipt by the Promoter of all the amounts including the Dishonor Charges of Rs. 5000.00 (Rupees Five Thousand Only) (for each dishonor). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee(s) comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonor of any payment cheque, the Promoter has no obligation to return the original dishonored cheque.

- X. The Allottee(s) agree/s that 10% (ten percent) of the Sale Consideration ("**Booking Amount**") shall be treated as earnest money to ensure fulfillment by the Allottee(s) of the terms and conditions, as contained herein. The Allottee(s) shall make timely payments of the outstanding, amounts due and payable by him and meeting the other obligations under this Agreement as provided in Annexure F. Time is the essence, with respect to the Allottee(s)' obligations to pay all such amounts as mentioned in this Agreement and also to perform or observe all the other obligations of the Allottee(s) under this Agreement.
- XI. It is irrevocably agreed by the Allottee(s) that on all amounts received, the Promoter shall first adjust/appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous installments, thereafter towards the interest levied on the previous pending installment (if any), thereafter the pending installment. The balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current installment due and then on the current installment amount.
- XII. Payment of outstanding amounts due and payable shall have to be paid by the Allottee(s) within fifteen (15) days from the Promoter's Demand Letter, failing which the Promoter shall be entitled to charge interest as per applicable law on all delayed payments. Payment within time would be deemed to be essence of the terms of these presents. Part payments shall not be accepted. The Allottee(s) agrees to pay to the Promoter the outstanding amounts including interest as mentioned hereinabove, from the due date till

the date of receipt of amounts or realization of the cheque by the Promoter, whichever is later.

- XIII. Without prejudice to the rights of the Promoter to charge interest in terms of the clauses herein, upon the Allottee(s) committing breach of any of the terms of the Agreement including default in payment of any outstanding amount, due and payable by the Allottee(s) to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the Promoter shall issue a notice of such default to the Allottee(s) and the Allottee(s) shall be provided with a period of fifteen (15) days from the date of such notice to cure the said default or breach. In the event that the Allottee(s) fails to cure such default or breach, within fifteen (15) days from the date of notice (or such default or breach is not capable of being rectified), the Promoter shall have the option to cancel and terminate this Agreement by sending a cancellation letter by Registered Post AD at the address provided by the Allottee(s) and/or mail at the e-mail address provided by the Allottee(s), intimating him of the specific breach/default or breaches/defaults of terms and conditions in respect of which the Promoter is cancelling and terminating this Agreement.
- XIV. On such cancellation, the allotment/booking/agreement for the Unit shall stand immediately cancelled and the Allottee shall have no right whatsoever with respect to the Unit.
- XV. Upon cancellation of the allotment and/or termination of the Agreement (as the case may be), the Promoter shall refund all such amounts paid by the Allottee(s) till the date of cancellation without

interest subject to forfeiture of the following amounts as detailed hereunder being the liquidated damages payable to the Promoter:

- a. Booking Amount or the actual amount paid, whichever is higher, subject to a maximum of 10% of the Sale Consideration; taxes, cess, levies, charges, stamp duty, registration charges etc. paid on all such amounts shall not be refunded to the Allottee(s);
- b. Total interest accrued on account of the delay/default in payment of any Installment/s and other charges as per the payment plan calculated till the date of the cancellation/termination letter;
- c. Amount of penalty (including taxes) for dishonor of cheque (if any) by the Allottee(s) under this Application/Agreement;
- d. All outgoings, deposits and other charges as specified in Annexure F paid till the date of issuance of the cancellation/termination letter, including amounts towards formation of the Organization (as may be applicable);
- e. Administrative charges and/or such amounts incurred towards insurance by the Promoter in respect of the booking of the Unit.

XVI. The Promoter shall have the first lien and charge on the Unit for all its dues and other sums unpaid due and payable by the Allottee(s) to the Promoter. The Allottee(s) shall not transfer its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee(s) under this Agreement, to the Promoter. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Promoter.

XVII. The Allottee(s) further agrees that the Promoter shall refund the balance amounts either by way of (i) personal hand delivery of cheque(s) to the Allottee(s) or (ii) courier of cheque(s) to the Allottee(s) at the aforementioned address mentioned in these presents, or (iii) through any other means as the Promoter may deem fit. The Promoter may at its discretion also make refund through RTGS to the Allottee(s) as per account details for refund as may be provided to the Promoter. In case of Allottee(s) who have availed home loan and mortgaged the Unit to any Bank/Financial Institution, such refund to Allottee(s) shall be processed post intimation to any Bank/Financial Institution and release of amounts to such Bank/Financial Institution as per agreements, documents, papers etc. signed between the Allottee(s) and such Bank/Financial Institution and the Allottee(s). In the event the Allottee(s) is untraceable and/or unreachable and/or does not accept refund amount, the Promoter shall place the balance refund amount in an interest free escrow account of a Bank. The date of such personal handover or courier of cheque(s) or transfer to the interest free account would be deemed to be the date on which the Promoter has refunded the balance amount and the Promoter's liability shall end on such date. Such refund shall be in the name of the first Allottee (as per these presents)/lender (in case the Allottee(s) has procured a loan from a bank/financial institution), as the case may be. This shall be full and final discharge of all obligations on the part of the Promoter or its employees and the Allottee(s) will not raise any objection or claim on the Promoter in this regard.



- XVIII. Upon the cancellation and termination of the allotment of the Unit, the Allottee(s) shall not have any right title or interest with respect to the Unit and the Promoter shall be at a liberty to sell or otherwise dispose off the Unit to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as the Promoter may in its sole, absolute and unfettered discretion think fit and proper and the Allottee(s) waive their right to raise any objection or dispute in this regard.
- XIX. The Allottee(s) hereby also covenant/s to observe and perform all the terms and conditions of the booking, and/or allotment and/or this Agreement to keep the Promoter and its agents and representatives, estates and effects indemnified and harmless against the rights, responsibilities and obligations of the Allottee(s) to the Promoter under this Agreement. Further, the Allottee(s) shall indemnify the Promoter also against any loss or damages that Promoter may suffer as a result of non-payment of any amount herein including the Sale Consideration, non-observance, or non-performance of the terms and conditions mentioned herein. The Allottee(s) confirms that the Promoter shall have a right of first herein on the Unit in the event any amounts are outstanding to the Promoter. The Allottee(s) further confirms that this clause be applicable even post possession being handed over to the Allottee(s).

#### **4. POSSESSION AND COMPENSATION**

- I. The Promoter shall endeavor to give possession of the Unit to the Allottee(s) on or before the date specified in Annexure D ("**Date of Possession**"). The Date of Possession shall be subject to the provisions of the sub-clauses herein and also subject to Force Majeure circumstances and reasons beyond the control of the Promoter.
- II. In the event the possession is delayed beyond the date as agreed hereinabove inter alia for any reason, the Promoter shall be entitled to extension of 12 (twelve) months ("**Extended Duration**") for handover of possession and completion of construction.
- III. In the event of any delay in handing over possession of the Unit and the Amenities to the Allottee(s) on the Date of Possession and Time Schedule of Completion, respectively and/or beyond the Extended Duration and/or further extension of time for completion of construction of the Unit and the Amenities due to force majeure reasons, the Promoter shall intimate the Allottee(s) in writing the reason for such delay along with appropriate supporting documents and further time period within which the possession of the Unit shall be handed over the Allottee(s) ("**Revised Possession Date**") and the Amenities ("**Revised Time Schedule of Completion**") shall be completed. In the event, the Allottee(s) is desirous of cancelling the booking of the Unit, prior to the date of application of the Occupation Certificate in respect of the Unit, then the Allottee(s) shall intimate the Promoter his non-acceptance of the Revised Possession Date and Revised Time Schedule of Completion within fifteen (15) days from the date of receipt of such intimation from the Promoter, failing which it will be deemed that the

Allottee(s) has accepted the Revised Possession Date and Revised Time Schedule of Completion and the same shall be binding on the Allottee(s).

- IV. Further, in the event if the Promoter is unable to file for the Occupation Certificate on or before the Possession Date or the Revised Possession Date (as applicable), subject to reasonable extension of time, then on demand in writing by the Allottee(s), the Promoter shall refund with simple interest as per applicable law from the date of receipt of installment of amounts paid towards the Sale Consideration only (excluding interest amounts (if any), stamp duty, registration fee, VAT, Service tax, GST, TDS, deposits, charges etc. paid to the Promoter and/or competent authorities, as the case may be) till the date of the written intimation of cancellation of the Unit from the Allottee(s). However, taxes, levies, cess, interest amounts (if any) paid by the Allottee(s) and such other amounts as mentioned herein shall not be refunded and no interest shall be payable on these amounts.
- V. In the event the Allottee(s) does not intend to withdraw from the booking in the Project and/or is not agreeable and accepted the revised timelines, then in such an event, the Allottee(s) shall be entitled to seek simple interest as per applicable law for every month of delay, as compensation, post expiry of the Extended Duration and such time period affected by Force Majeure conditions till the date of receipt of occupation certificate or any other certificate issued by the concerned authorities required for use and occupation of the Unit ("**OC Date**"). The Promoter shall pay such compensation on the installments paid towards the Sale

Consideration only (excluding interest amounts (if any), stamp duty, registration fee, VAT, GST, Service tax, TDS, deposits, charges etc. paid to the Promoter and/or authorities, as the case may be) for the Unit, subject to terms and conditions herein. Further, the aforesaid compensation, if any accruing, shall be payable/adjustable on the balance amounts payable at the time of handing over the possession of the Unit. It is expressly clarified that no compensation shall be payable by the Promoter for any time period beyond the OC Date for any reason whatsoever, irrespective of the Allottee(s) not taking possession of the Unit. Such compensation shall be payable directly to the Allottee(s) named herein, if he continues his booking on the OC Date.

- VI. Notwithstanding any of the provisions herein, the compensation for delay shall not be paid and Revised Possession Date and Revised Time Schedule of Completion shall extended (a) on account of any force majeure events and/or (b) due to non-compliance of the terms and conditions by the Allottee(s).

“Force Majeure” shall include:-

- a. flood, drought, fire, cyclone, earthquake or any other calamity by nature effecting, the regular development of the said Project and/or
- b. war, civil commotion or act of God ;
- c. any notice, order, rule, notification of the Government and/or other public or competent authority/court;

- VII. Additionally, the compensation for delay shall not be paid in the following events :

- a. For the period of delay caused due to reasons beyond the control of the Promoter and/or its agents and/or
  - b. For the period of delay caused in getting snags, improvements, rectifications etc. which may be requested by the Allottee(s) during inspection of the Unit, and/or
  - c. For the period if the Allottee(s) commit/s any default and/or breach of the terms and conditions contained herein, and/or
  - d. For the period of delay incurred due to additional work to be completed on the request of the Allottee(s) for certain additional features, upgrades, in the Unit, in addition to the standard Unit, and/or
  - e. For the period from the date of receipt of occupation certificate or any other certificate issued by the concerned authorities required for use and occupation of the Unit till the actual handover of possession of the Unit.
- VIII. In case the Promoter is forced to discontinue the construction of the Unit and/or Project (entire or part) due to force majeure reasons and/or due to operation of any law or statutory order or otherwise, then the Promoter shall be liable to refund the amounts paid by the Allottee(s) without any liability towards interest or compensation or loss of profit or costs or damages, subject to deduction of applicable taxes, within 3 (three) months from the happening of such eventuality.

## **5. PROCEDURE FOR TAKING POSSESSION**

- I. The Unit shall be considered as ready for use and occupation on the date of receipt of Occupancy Certificate (“**OC**”) or any other certificate required for occupation from the competent authorities.
- II. The Promoter, after obtaining the OC, shall issue the Offer of Possession letter to the Allottee(s) requesting to make payments as per the Agreement and take possession within such date as mentioned in the Offer of Possession letter. The Allottee(s) shall before taking over the possession of the Unit, clear all outstanding dues, keep deposited with the Promoter, amounts mentioned in Annexure F and also pay the applicable GST, and any other tax, levy, cess or any other charges in respect of the Unit.
- III. For the purposes of avoidance of doubt, it is clarified that the CAM Charges shall commence from 30 (thirty) days after the date of Offer of Possession letter, regardless of whether the Allottee(s) takes such possession (for fit outs) or not. Such date shall be referred to as “**CAM Commencement Date**”. In such cases that the unit/s are sold after the Date of Offer of Possession, the CAM charges or the Unit shall commence from the date of which the last installment of the consideration amount is payable as per the agreed terms of allotment plus 15 (fifteen) days. The Allottee(s) agree(s) to pay the maintenance charges as determined by the Promoter or Organization, as the case may be.
- IV. The Promoter, upon receiving payments made by the Allottee(s) as per this Agreement shall offer in writing the possession of the Unit, to the Allottee(s) in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such written communication. The Allottee(s) shall take possession of the Unit

from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Unit to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in this Agreement such Allottee(s) shall continue to be liable to pay CAM charges as applicable.

- V. In the event the Allottee(s) fails to take possession of the Unit within such date as mentioned in the Offer of Possession letter, then the Unit shall lie at the risk and cost of the Allottee(s). The maintenance charges and the defect liability period shall commence from the CAM Commencement Date. The Allottee(s) agrees and acknowledges that the Promoter's obligation of delivering possession of the Unit shall come to an end and the Promoter shall not be responsible and/or liable for any obligation towards the Allottee(s) for the possession of the Unit. Under such circumstances it shall be deemed that the Allottee(s) has taken possession of the Unit. During the period of the said delay by the Allottee(s), the Unit shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee(s) in relation to its deterioration in physical condition.
- VI. The Allottee(s) hereby agrees that in case the Allottee(s) fails to respond and/or neglects to take possession of the Unit within the aforementioned time as stipulated by the Promoter and/or cancel/terminate this Agreement, then the Promoter shall also be entitled to reserve his right to forfeit the entire amount received by the Promoter towards the Unit along with interest on default in

payment of installments (if any), applicable taxes and any other charges and amounts.

#### **6. POST POSSESSION / DEEMED POSSESSION:**

- I. The Allottee(s) agrees and confirms that his right, title, interest in the Unit shall be limited to and governed by what is specified in the Agreement and shall not extend to areas demarcated as common areas, the Project and Project Land.
- II. The Allottee(s) agrees and undertakes that on receipt of possession, if the Allottee(s) is desirous to carry out any interior fit-out work, he can strictly conduct the same in accordance, in observance of all the rules, regulations and bye-laws framed by the local statutory bodies or Promoter or Organization applicable. The Allottee(s) further agrees that the same shall be used/carried out only as per the regulations and designs concerning to the Unit as approved, and without causing any disturbance, to the other allottee(s)/owners of units in the Project. The Allottee(s) shall be solely responsible to obtain any requisite permission, if any, from competent authorities for the interior work in the Unit and the Promoter shall not be responsible for the same.
- III. Without prejudice to the aforesaid, if the Allottee(s) makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Unit, the Promoter/Organization shall be entitled to call upon the Allottee(s) to rectify the same and to restore the Unit and/or Project to its original condition within 30 (thirty) days



from the date of intimation by the Promoter/Organization in that behalf. If the Allottee(s) does not rectify the breach within such period of 30 (thirty) days, the Promoter/Organization may carry out necessary rectification and restoration to the Unit (on behalf of the Allottee(s)) and all such costs and charges and expenses incurred by the Promoter/Organization shall be reimbursed by the Allottee(s). If the Allottee(s) fails to reimburse to the Promoter/Organization any such costs and charges and expenses within 7 (seven) days of demand by the Promoter/Organization, the same would be deemed to be a charge on the Unit. The Allottee(s) hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Promoter/Organization (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Promoter/Organization or which the Promoter/Organization may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Unit and (ii) for all costs and expenses incurred by the Promoter/Organization for instituting any legal proceedings for recovery of such costs and charges and expenses incurred by it for rectification and restoration to the Unit.

- IV. After the possession, the Allottee(s) shall permit and shall deemed to have granted a license to the Promoter and its surveyors and agents with or without workmen and others, including the Maintenance Agency if any, at all reasonable times to enter into and upon the Unit or any part thereof to view and examine the state and conditions thereof and to make good all defects, decays

and repairs in this behalf and also for repairing of any part of the Unit and/or Project. This shall be also for the purpose of repairing, maintaining, rebuilding, cleaning, structural strengthening, lighting and keeping in order all services, drains, pipes, cables, water courses, gutters, wires, parts, structures of other convenience in the Project. In case of exigency situations like fire, short circuits, leakages on the floor above or below etc. the Allottee(s) authorize/s the Promoter/Organization and/or Maintenance Agency if any, to break open the doors/windows of the Unit and enter into the Unit to prevent any further damage to the other units and the Project. In such a case, the Promoter/Organization and/or Maintenance Agency shall not be liable for any theft or loss or inconvenience caused to the Allottee(s) on account of entry to the Unit as aforesaid.

- V. The Allottee(s) undertakes that he will not alter/demolish/destroy or cause to demolish/destroy any structure of the Unit or any addition(s) or alteration(s) of any nature in the same or in any part thereof. The Allottee(s) shall not harm or cause to harm any damage to the peripheral walls, front, side and rear elevations of the Unit in any form. The Allottee(s) shall also not change the colour scheme of the outer walls and painting of exterior side of the door and windows and shall also not carry out any change in the exterior elevation and design and shall not erect any fencing/hedging/grills without the prior permission of the Promoter. The Allottee(s) shall not partly/fully remove any walls of the Unit including load bearing walls/ structure of the same.

## 7. ORGANISATION:

- I. The Allottee(s) along with other allottee(s) in the Project, along with the allottee(s) in Phase - I, shall, if decided upon by the Promoter, join to form and register an organization or society or association or condominium or a limited company as determined by the Promoter (hereinafter referred to as the said "**Organization**") to be known by such name as the Promoter may decide. For the said purpose, the Allottee(s) shall sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of such Organization and for becoming a member, including the bye-laws of the proposed Organization. The Allottee(s) shall duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee(s), so as to enable the Promoter to register the Organization of allottee(s). No objection shall be taken by the Allottee(s) with respect to the same. Changes or modifications, if any, are to be made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Cooperative Societies or the Registrar of Companies as the case may be, or any other Competent Authority. The Promoter shall not be liable for any claims or penalties for delay in forming the Organization, on account of any delay of the unit owners in complying with the above.

- II. The Promoter may become a member of the Organization to the extent of all unsold and/or un-allotted Apartments, areas and spaces in the Project and Project Land.
- III. The Promoter will have the right to decide upon the phases of development of the Project Land. Further, the Promoter will have the right to decide upon which Apartments to be developed first in the Project. All the Apartments may not be constructed simultaneously. The Project will be completed in various construction phases/slabs and availability of common amenities, facilities, services will be dependent on the construction phasing and planning as mentioned in this Agreement.
- IV. The Promoter proposes to maintain the Amenities and upkeep the Project and Project Land, until the formation of the Organization (as may be applicable), as per the terms of this Agreement. With this view in mind, the Promoter may appoint a Maintenance Agency (without any reference to the Allottee(s) and other owners, users, occupants etc. of the Project Land) for the maintenance and up-keep of the same. Even after formation of the Organization, the Promoter or such Maintenance Agency can continue to be appointed for maintenance and up-keep on such terms and conditions as the Promoter may deem fit, and the Allottee(s) hereby gives their unequivocal consent for the same.
- V. The Allottee(s) hereby agrees and confirms that from the CAM Commencement Date, the Allottee(s) shall be liable to bear and pay the proportionate share towards the outgoings in respect of the Unit and Project (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, security, sweepers and all other expenses necessary and incidental to the management and maintenance) until the conveyance of the Unit, irrespective of whether the Allottee(s) is in occupation of the Unit or not and construction activity is continuing in adjacent Apartments and infrastructure, facilities and amenities are not fully completed. The Allottee(s) further agrees that till the Allottee(s)' share is so determined, the Allottee(s) shall pay to the Promoter provisional monthly contribution of CAM Charges and lump sum CAM Deposit towards the outgoings as mentioned in Annexure F for such expenses. The amounts so paid by the Allottee(s) to the Promoter shall not carry any interest and remain with the Promoter until the handover of administration and accounts by the Promoter in favour of the Organization (once formed). The Allottee(s) shall continue to pay all such outgoings as imposed by the competent authorities and/or concerned local authorities and proportionate charges to the Promoter, as may be demanded, from time to time.

- VI. In case of failure of the Allottee(s) to pay the CAM Charges or other charges on or before the due date, the Allottee(s) in addition to permitting the Promoter/Organization and/or Maintenance Agency to deny him the maintenance services, facilities, amenities etc. also authorizes the Promoter and/or Maintenance Agency to adjust in the first instance, the interest accrued on the deposit of maintenance charges against such defaults in the payments of CAM Charges and in case such accrued interest falls short of the amount of the default, the Allottee(s) further authorizes the

Promoter/Organization and/or Maintenance Agency to adjust the principal amount of the CAM Charges against such defaults. If due to such adjustments in the principal amount, the CAM Charges falls below a certain amount, as informed by the Promoter and/or Maintenance Agency, then the Allottee(s) hereby undertake/s to make good the resultant shortfall within fifteen (15) days of demand by the Promoter/Organization and/or Maintenance Agency. Further, the Promoter/Organization and/or Maintenance Agency reserves the right to increase CAM Charges and/or deposits pursuant to the same, from time to time in keeping with the increase in the cost of maintenance services and the Allottee(s) agrees to pay such increases within fifteen (15) days of demand by the Promoter/Organization and/or Maintenance Agency.

- VII. Upon the Organization being formed and registered, the rights, benefits and interests of the Allottee(s) shall be governed and regulated by the bye-laws, rules and regulations thereof, but expressly subject to the terms, conditions, covenants, stipulations and provisions of this Agreement.
- VIII. It is in the interest of Allottee(s) to help the Maintenance Agency in effectively keeping the Unit, and Project secured in all ways. Allottee(s) hereby agree/s that for the purpose of security, the Maintenance Agency shall be free to restrict the entry of visitors, which the security appointed by the Promoter/Maintenance Agency, feel suspicious. The Allottee(s) hereby agrees to abide by all the rules and regulations as may be framed by the Promoter/Maintenance Agency from time to time for the upkeep and maintenance of the Project and the Project Land.

## **8. CONVEYANCE:**

- I. The Allottee(s) hereby acknowledges and agrees that the Apartments are part of a **phased** development of the Project Land. As such, the Promoter reserves the right to convey to and in favour of the Allottee, the Unit along with the proportionate undivided share in the Project Land as demarcated in the approved plans, together with the amenities and facilities provided therein or convey the Unit along with the Project and Project Land, together with the Amenities and Facilities provided therein to the Organization.
- II. All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such conveyance deed/deed of assignment/transfer shall be borne and paid by the Organization and/or all owners and allottees of units on pro rata basis.

## **9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER AND THE LAND OWNERS:**

The Promoter, the Land Owners and the Confirming Party hereby represent and warrant to the Allottee(s) as follows:

- I. The Land Owners and the Promoter have a clear and marketable title with respect to the Project Land and the Project, as declared in the title report and the Promoter has the requisite rights to carry out development and construction activities upon the Project Land.

Further, the Promoter has actual, physical and legal possession of the Project Land for the implementation of the Project.

- II. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project as per the provisions of the approvals and documents executed with the competent authorities.
- III. The Land Owners and the Promoter state that there are no encumbrances upon the Project land.
- IV. The Land Owners and the Promoter state that there are no litigations pending before any Court of law with respect to the Project and Project Land.
- V. The Promoter confirms that the approvals, licenses and permits issued by the competent authorities with respect to the Project are valid and subsisting. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and the Project Land.
- VI. The 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 Allottee(s) created herein, may prejudicially be affected.
- VII. The 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 Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.

- VIII. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Unit to the Allottee(s) in the manner contemplated in this Agreement.
- IX. 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 Project) has been received or served upon the Promoter or the Land Owners in respect of the Project Land.
- X. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee(s) as advance or deposit, sums received on account of the share capital for the promotion of the Organization or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- XI. The Promoter confirms as follows:
- a. In case during the course of construction and/or after the completion of the Project, further construction on any portion of vacant land becomes possible, the Promoter shall have the exclusive right to take up or complete such further construction.
  - b. In the event of paucity or non-availability of any material the Promoter may use alternative materials/articles but of similar good quality. The decision of the Promoter on such changes shall be final.
  - c. Drinking Water, Sewerage and Drainage Source: Water Supply, Sewerage and Drainage Connection would be made available

from such source as may be provided or permitted by the competent authorities.

**10. REPRESENTATIONS AND WARRANTIES OF THE  
ALLOTTEE(S):**

The Allottee(s) or himself with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Promoter and thereafter to the Organization as follows:-

- I. To maintain the Unit at the Allottee(s)' own cost in good and tenable repair and condition from the date of offer of possession of the Unit and shall not do or suffer to be done anything in or to the Unit which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Unit or any part thereof without the consent of the local authorities, if required.
- II. Not to store in the Unit any goods which are of hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the Unit 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 Unit, including entrances and in case any damage is caused to the Unit on account of negligence or default of the Allottee(s) in this behalf, the Allottee(s) shall be liable for the consequences of the breach.

- III. To carry out at his own cost all internal repairs to the Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee(s) and shall not do or suffer to be done anything in or to the Unit 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 Allottee(s) committing any act in contravention of the above provision, the Allottee(s) shall be responsible and liable for the consequences thereof including to the concerned local authority and/or other public authority.
- IV. Not to demolish or cause to be demolished the Unit 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 Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the Unit and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Unit and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Unit without the prior written permission of the Promoter and/or the Organization.
- V. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit in the compound or any portion of the Project Land.
- VI. The Allottee(s) shall not use the Unit in the manner, so as to cause blockade or hindrance to common passages, verandah or terraces. No common parts of the Project Land will be used by the Allottee(s)

for keeping/chaining pets/animals, dogs, birds or no storage of cycles, motorcycles, waste/refuse, nor the common passages shall be blocked in any manner. The Allottee(s) shall be responsible for the care, health, safety, security, well-being etc. of their pets (if any) and are forbidden to leave them in the common areas of the Project.

- VII. The Allottee(s) agree/s not to fix or install air conditioners or heaters in the Unit, in any manner which would affect the integrity and external façade of the Unit.
- VIII. The Allottee(s) agree/s not to fix or install any window antenna on the roof or terrace or external façade of the Unit except by the prior sanction of the Promoter and/or Maintenance Agency and/or the said Organization and at places earmarked by the Promoter.
- IX. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Unit is situated.
- X. 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 Unit by the Allottee(s) for any purposes other than for purpose for which it is sold.
- XI. The Allottee(s) shall not let, sub-let, transfer, assign or part with the interest or benefit of this Agreement or part with the possession of the Unit until all the dues payable by the Allottee(s) to the Promoter under this Agreement are fully paid up.

- XII. The Allottee(s) shall observe and perform all the rules and regulations which the Organization 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 Project and the Units 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 Allottee(s) shall also observe and perform all the stipulations and conditions laid down by the Organization regarding the occupancy and use of the Unit in the Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- XIII. Till a conveyance of the Unit and the Project Land is executed, the Allottee(s) shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Unit or Project or any part thereof to view and examine the state and condition thereof.
- XIV. As a modality for obtaining finance, the Banks/Financial Institution may require the Promoter to give its no objection to enable a charge or mortgage of the Unit. The Promoter agrees that it shall give such no objection without prejudice to its rights and a confirmation being given by the Bank/Financial Institution that right of recovery of its dues is subservient to the Promoter's right for payment of consideration on sale of Unit due from the Allottee(s) and that the Promoter shall be entitled to adopt all recourse available under this agreement and under law for recovery of the

Promoter's dues. Further, if any bank/financial institution refuses/makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Allottee(s) shall not make such refusal/delay an excuse for non-payment of any Installments/dues to the Promoter within stipulated time as per the payment plan.

- XV. The Allottee(s) hereby agrees and undertakes that he shall maintain and upkeep the Unit and the Project, so that Amenities may be well maintained.
- XVI. The Allottee(s) undertake/s to timely sign and execute all applications, papers, documents, undertakings, Sale Deed, Maintenance Agreement, any other agreement/s and all other relevant papers within such period as notified by the Promoter in writing, after paying registration fee/charges, stamp duty and other charges/expenses (as may be applicable). In case, the Allottee(s) fails or neglects execute and/or register (if may be applicable) applications, papers, documents, undertakings, Sale Deed, Maintenance Agreement, any other agreement/s and all other relevant papers within the date notified, physical possession of the Unit to Allottee(s) may be withheld by the Promoter and penalty if any shall be payable under the relevant laws for delay in such completion. The Promoter shall have the right to cancel the allotment/this Agreement in case the Allottee(s) fail/s to have the Agreement and/ or Sale Deed within sixty (60) days from the date notified to the Allottee(s).
- XVII. The Allottee(s) is aware that the Promoter may, either by itself and/or its nominees/associates/affiliates also retain some portion or

units in the Project which may be subject to different terms of use, including as a guest house or an unit for corporate use, as may be under the applicable laws and the Allottee(s) gives his unequivocal consent for the aforesaid.

- XVIII. The Allottee(s) shall not sell, lease, let, sub-let, transfer, assign or part with the Allottee(s)' interest or benefit under this Agreement or part with the possession of the Unit till the Date of Possession and all the amounts payable by the Allottee(s) under this booking are paid in full to the Promoter and the Allottee(s) is not in breach of any of the terms and conditions of this Application Form and/or Agreement for Sale. Any sale/transfer of the Unit after this time shall require written approval from the Organization of unit owners (and till such time that the Organization is formed, the Company) and payment of administrative charges as communicated by the Promoter or Organization (as the case may be) to ensure that the inherent nature of the Project is not compromised by bringing in any member or resident who does not subscribe to the guidelines, bye laws and/or objectives of the Organization. Any document for sale/transfer/lease etc. which is entered into by the Allottee(s) with any prospective buyer, without obtaining written approval of the Organization (and till such time that the Ultimate Organization is formed, the Company), shall not be valid and not binding on the Organization and/or the Promoter, as the case may be.

#### **11. MUTUAL OBLIGATIONS BETWEEN THE PARTIES:**

The Parties or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby represents and warrants as follows:-

**I. Defect Liability**

- a. The Defect Liability Period as defined under the Act, shall commence from the CAM Commencement Date.
- b. In the event the Allottee(s) fails to take possession of the Unit within such date as mentioned in the Offer of Possession letter, then the Unit shall lie at the risk and cost of the Allottee(s). The Allottee(s) agrees and acknowledges that the Promoter's obligation of delivering possession of the Unit shall come to an end and the Promoter shall not be responsible and/or liable for any obligation towards the Allottee(s) for the possession of the Unit. Under such circumstances it shall be deemed that the Allottee(s) has taken possession of the Unit.
- b. Additionally, the Promoter shall not be liable in case of the following:
  - i. Structural defects caused or attributable to the Allottee(s) including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the premises other than for its intended purpose
  - ii. Structural defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.



- iii. Structural defects induced anyhow by failure of waterproofing system(s) of the Apartment.
  - iv. Structural defects induced by Force Majeure situations, such as war, flood, act of God, explosions of any kind by terrorist etc.
  - v. Structural defects occurring in the Unit or unit that has undergone civil renovations.
- c. In the event of any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned hereinabove) after the CAM Commencement Date, the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee(s) and the Allottee(s) alone shall be liable to rectify and reinstate the same at its own costs and expenses.

## **II. Right of Way:**

- a. The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project Land and any common rights of ways with the authority to grant such rights to the Allottee(s) and/or users and owners of units in the Project being constructed on the Project Land (present and future) at all times and the right of access to the Project Land for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, septic tank and soak pit, underground tanks, substation of power supply company etc. situated on the Project Land and also to lay and connect drains, pipes, cables and other service lines and

amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project Land, if necessary to connect the drains, pipes, cables etc. under, over or along the Project Land appurtenant to the Apartments to be constructed on the Project Land (including the Unit) without in any way obstructing or causing nuisance to the ingress and egress of the Allottee(s)/other occupants of units constructed on the Project Land.

- b. The Promoter shall make necessary provisions for the above in the definitive documents for conveyance/transfer/lease (as the case may be) to be executed in respect of the sale/transfer of units to be constructed on the said Project Land. The Allottee(s) hereby expressly consents to the same.

### **III. Branding**

- a. It is agreed by the Allottee(s) that the name of the Project is "*Anvi Residency – Phase II*" and the name may be changed at the sole discretion of the Promoter and the Allottee(s) shall not be entitled to raise any objection to the same.
- b. The Allottee(s) acknowledges, agrees and undertakes that the Allottee(s) shall neither hold the Promoter or any of its sister concerns or affiliates liable or responsible for any representation/s or commitment/s or offer/s made by any third party to the Promoter nor make any claims/demands on the Promoter or any of its sister concerns or affiliates with respect thereto.

**12. ASSIGNMENT:**

The Promoter may at any time assign or transfer (by way of lease, mortgage, sale or otherwise), in whole or in part, its rights and obligations in respect of the Project in accordance with the applicable laws. On such transfer, the assignee or transferee of the Promoter shall be bound by the terms and conditions herein contained.

**13. BINDING EFFECT:**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) 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 Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in

connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever, subject to the forfeiture clause as stated in the Application Form or Agreement of Sale.

#### **14. ENTIRE AGREEMENT:**

- I. This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding / agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. The Allottee(s) hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Promoter and/or its agents to the Allottee(s) and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Allottee(s) in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials brochures etc.

II. The market value of the Unit is Rs. \_\_\_\_\_  
 (Rupees \_\_\_\_\_) and accordingly stamp duty at the rate  
 of \_\_\_\_% amounting to Rs. \_\_\_\_\_ Rupees  
 (\_\_\_\_\_) is paid herewith on this Agreement.

**15. PROVISIONS OF THIS AGREEMENT APPLICABLE TO  
 ALLOTTEE(S) / SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the Promoter and the Allottee(s) 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 Allottee(s) of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes. Allottee(s) can assign, transfer, lease or part with possession of the Unit with the prior intimation to Promoter. In such an event, except sale, it shall be the responsibility of Allottee(s) to continue to pay the charges pertaining to the Unit of whatsoever nature payable under this Agreement to Promoter. Allottee(s) undertakes that it shall not divide/ subdivide the Unit in parts without the prior consent of Promoter, except the partitions, additions, and alterations as provided in the Agreement. It is further agreed by Allottee(s) that he/she/they shall make sure that in the event the Unit is transferred/sold or Allottee(s) gives temporary possession to any third party, such person shall from time to time, sign all applications, papers and documents and do all the acts, deeds,

which Promoter require necessary for safeguarding its interest in the Project.

#### **16. 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 this 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.

#### **17. METHOD OF CALCULATION OF PROPORTIONATE SHARE**

##### **WHEREVER REFERRED TO IN THIS AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee(s) has/have to make any payment, in common with other Allottee(s) in the Project, the same shall be in proportion to the carpet area of the Unit to the total carpet area of all the Units in the Project.

#### **18. FURTHER ASSURANCES:**

The Promoter and the Allottee(s) 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.

#### **19. PLACE OF EXECUTION:**

- I. The execution of this Agreement shall be complete only upon its execution by the Promoter in after this Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.
- II. The Allottee(s) and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease as the case may be, at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
- III. The Agreement shall be deemed to have been executed at Margao, Salcete – Goa.

#### **20. COMMUNICATION:**

- I. That all notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by Registered Post A.D and notified Email ID at their respective addresses as mentioned in this Agreement.
- II. It shall be the duty of the Allottee(s) and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post and Email failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

#### **21. JOINT ALLOTTEES:**

That in case there are Joint Allottee(s) all communications shall be sent by the Promoter to the 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 Allottee(s).

#### **22. JURISDICTION AND ARBITRATION:**

- I. All disputes or differences relating or arising out of or in connection with the booking and allotment shall be read with the terms and



conditions contained herein and shall be mutually discussed and settled between the parties.

- II. All disputes or differences whatsoever which shall arise at any time hereinafter between the parties hereto so far as it is possible, shall be settled in the manner and by the process mentioned in this clause.
- III. (vii) If the disputes or differences between the Parties as mentioned above remain un-resolved post mutual discussions amongst themselves, either Party shall have the option to refer such matter to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof for the time being in force. The reference shall be made to only a sole Arbitrator nominated mutually by both the parties. The award of the Arbitrator shall be final and binding on the Parties to the reference. The seat of arbitration and arbitration proceedings shall be held in Margao, Goa only. The proceedings shall be conducted in English language. Costs and expenses for such arbitration proceedings shall be equally borne by the parties.
- IV. This Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India and the courts of Margao, Goa shall have exclusive jurisdiction.

**THE FIRST SCHEDULE HEREINABOVE REFERRED TO:  
(Description of the Entire Property)**

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**ALL THAT** landed property known as MADLEM or MARLEM, situated at Ward Marlem, Borda, Margao, within the limits of the Margao Municipal Council, Taluka and Registration Sub - District of Salcete, District of South Goa, State of Goa, which immovable property is not found described in the Land Registration Office of Salcete but is enrolled in the Taluka Revenue Records for Matriz under No. 651, surveyed under Chalta Nos. 22 and 27 of P. T. Sheet No. 193, admeasuring a total area of about 12,261 sq mts, and bounded as follows:

East : by the Borda Hill,

West : by the Margao Hill,

North : by the property of Pedro Andrade, and

South : by the property of Venancio Sebastiao Soares.

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO:  
(Description of the Project Land)**

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**ALL THAT PLOT E** forming part of the immovable property described in the First Schedule hereinabove, which plot, having a separate, distinct and independent indentify, admeasures an area of about **2540**

**sq mts**, is surveyed under **Chalta No. 22 (part) of P. T. Sheet No. 193** in the Margao City Survey, and is bounded as follows:

East : by the Borda Hill,

West : by the Plot C of the same property,

North : by the property of Pedro Andrade, and

South : by the property of Venancio Sebastiao Soares and the 6 meters road.

The Project Land described herein is more particularly demarcated and delineated in red ink in the plan annexed herewith at Annexure A.

**THE THIRD SCHEDULE HEREINABOVE REFERRED TO:**

**(Description of the Unit)**

\_\_\_\_\_

**ALL THAT** Residential Unit being Apartment No. \_\_\_\_\_ admeasuring a carpet area of \_\_\_\_\_ sq mts, corresponding and equivalent to a built up area of \_\_\_\_\_ sq mts and super built up area of \_\_\_\_\_ sq mts, on the \_\_\_\_\_ floor in the residential project known as "Vian Residency, Phase - II" along with proportionate right in common areas of the said Project.

The Unit is bounded as follows:

East :

West :

North :

South :

The Approved Floor Plan of the Unit is annexed herewith at Annexure E.

### **RECEIPT AND ACKNOWLEDGEMENT:**

The Allottee(s) has/ have paid a sum of Rs. \_\_\_\_\_  
 (Rupees \_\_\_\_\_ on or before execution of  
 these presents and the balance consideration is payable as per the  
 following payment plan as agreed between the parties and attached to  
 this Agreement.

WE SAY RECEIVED

For M/s RAYCON BUILDERS:

**PROMOTER**

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET AND  
 SUBSCRIBED THEIR RESPECTIVE HANDS AND SIGNATURES TO  
 THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE  
 WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESS:**

PROMOTER

ALLOTTEE(S)

**A. Signed and Delivered by the****Within named PROMOTER:**

For M/s Raycon Builders

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**Mr. RAYESH RATNAKAR RAIKAR**, signing for self and as the duly constituted attorney of the Land Owners at Serial Nos. 3 and 4.

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 ( L.H.)

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 (R.H.)

**B. Signed and Delivered by the**

**Within named ALLOTTEE:**

\_\_\_\_\_

\_\_\_\_\_

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( L.H.)

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(R.H.)

**C. Signed and Delivered by the**  
**Within named CONFIRMING PARTY:**

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**Mrs. RADHA RAYESH RAIKER**

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**( L.H.)**

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**(R.H.)**

**D. In Witness of:**

1. **Name:** \_\_\_\_\_  
**Father' Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**ID Document:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_

2. **Name:** \_\_\_\_\_  
**Father' Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**ID Document:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_



**ANNEXURE A**

**COPY OF THE PLAN OF THE PROJECT LAND**

**ANNEXURE B**

**COPY OF THE LAYOUT PLAN OF THE PROJECT HIGHLIGHTING  
THE BUILDING FOOTPRINT WITHIN THE PROJECT LAND.**

### ANNEXURE C

#### LIST OF PERMISSIONS AND APPROVALS FOR THE UNIT

Sr. No.	List of Approvals	Details
1	Conversion Sanad issued by the Office of the Collector, South Goa, Margao, Salcete – Goa	Ref No. COL/SG/CONV/12/2011/7884 dated August 18, 2011.
2	Development Permission from the South Goa Planning and Development Authority	Ref. No. SGPDA/P/192/716/20-21 dated September 29, 2020.
3	Construction License issued by the Margao Municipal Council	Ref No. A/46/2020-2021/ dated October 20, 2020.
4	Sanction for Supply Of:	
	a. Electricity	To be provided by the local authority
	b. Municipal Water Supply	To be provided by the local authority
	Health	NOC from Health Officer, Urban Health Centre, Margao under Ref No. UHCM/NOC/20-21/900 dated October

		15, 2020.
	Access Road to the Project	Municipal Road
	RERA Registration Number and Details	RERA Registration No. Valid upto: Web Link

# The Promoter has clarified to the Allottee(s) that the Project may not have the necessary civic and infrastructure facilities in place as on the date of booking or at handing over of possession of the Unit, as the same is to be provided by the concerned government or local authority or body. The Allottee(s) agrees that since this is beyond the control and scope of the Promoter, they shall not hold the Promoter responsible for the delay/ non-provision of civic and infrastructure facilities by any authority.

# Further, the Allottee(s) acknowledges having received copies of all documents of title as well as approvals, plans, licenses, permission, title reports, pertaining to the Project, Project Land and the Unit, and upon due verification and after obtaining independent legal advice, is satisfied with the authenticity and veracity of the same, and that the Promoter and Land Owners have a clear and marketable title to the same.

**ANNEXURE D – Colly**

<b>1.</b>	<b>Details of the Unit</b>	Apartment No:
<b>2.</b>	<b>Building Name</b>	Vian Residency Phase - II
<b>3.</b>	<b>Floor</b>	
<b>4.</b>	<b>Floor Plan of the Unit</b>	Annexure E
<b>5.</b>	<b>Carpet Area of the Unit (in sq mts)</b>	
<b>6.</b>	<b>Exclusive Balcony Area (in sq mts) [If Applicable]</b>	
<b>7.</b>	<b>Exclusive Verandah Area (in sq mts) [If Applicable]</b>	
<b>8.</b>	<b>Exclusive Open Terrace Area (in sq mts) [If Applicable]</b>	
<b>9.</b>	<b>Car Parking Spaces</b>	
<b>10.</b>	<b>Car Parking Spaces Type [Open or Covered]</b>	
<b>11.</b>	<b>Source of Funds [Self – Financed or Loan]</b>	
<b>12.</b>	<b>Whether Allottee is a Resident or Non Resident Indian</b>	
<b>13.</b>	<b>Sale Consideration of the Unit</b>	

<b>14.</b>	<b>Date of Possession##</b>	
<b>15.</b>	<b>Payment Schedule</b>	Annexure I
<b>16.</b>	<b>Deposit, outgoings and other Charges</b>	Annexure I
<b>17.</b>	<b>Initial Token Amount / Application Money</b>	
<b>18.</b>	<b>Details of Payment of Initial Token Amount</b>	
<b>19.</b>	<b>Payments to be made in favour of</b>	
<b>20.</b>	<b>Interest on delayed payments</b>	As per Applicable Laws.

\* Area measurement is approximate and subject to variation.

1 "*Carpet Area*" means the net usable floor area of a Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit.

2 "*Exclusive Balcony/Verandah Area*" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of a Unit, meant for the exclusive use of the Allottee(s).

3 "*Exclusive Open Terrace Area*" means the area of open terrace which is appurtenant to the net usable floor area of a Unit, meant for the exclusive use of the Allottee(s).

# The Promoter shall not be liable to the Allottee(s) for any incorrect details, information and representations provided by any Broker or Real Estate Agent.

##Subject to terms and conditions mentioned in the Application Form / Agreement.

**ANNEXURE – E**

**AUTHENTICATED COPY OF THE APPROVED FLOOR PLAN OF THE  
UNIT**

## **ANNEXURE F**

### **PAYMENT SCHEDULE AND DEPOSITS AND OTHER CHARGES**

**NOTE:**

1. All construction related dues need to be completed within 45 days from the date of the Application Form
2. Time bound payment shall be payable as per the aforesaid schedule without need of any demand letter and/ or reminder from the Promoter
3. In the event the Allottee(s) approaches a Bank/Financial Institution for availing a loan, any delay by such Bank/ Financial Institution in making the payment as per the payment schedule shall attract interest as per applicable law from the date such amounts fall due till realization of payments by the Promoter.
4. Sanction Letter cannot be submitted to cover any portion of payment of 19.9% and this should be paid by the Allottee(s) from his own sources only.
5. The amounts mentioned in here are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to service tax, VAT, TDS, GST and its effect, Krishi Kalyan Cess, Swachh Bharat Cess, Land under construction tax, Local body tax, External development charges, infrastructure development charges (like water, electricity and sewerage connection charges and all deposits payable to the concerned authorities) and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty, registration fees, both present and future, applicable levied by the Central and/or State Government and/or any local, public or statutory

PROMOTER

ALLOTTEE(S)



authorities/ bodies in respect of the Unit and/or the transaction contemplated herein and/or in respect of the Sale Consideration and/or the other amounts shall be payable by the Allottee(s)/s. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter shall be binding on the Allottee(s).

6. The Allottee(s) shall pay all charges and expenses with respect to formation and conveyance to the Organization, including but not limited to professional costs of the Attorney-at-Law/Advocates of the Promoter, Share Money, Legal Charges, Society formation and consultancy retainer fees etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease, as the case may be, at any time on or before the execution and registration of the Agreement for Sale.

7. The Allottee(s) shall pay interest/penalty/loss that may be incurred by the Promoter on account of the Allottee(s) failure and/or delay to pay such taxes, levies, cess, statutory charges etc.

8. Amounts mentioned as other charges and outgoings are provisional and based on estimates. If there is any increase due to actual cost incurred or demand by statutory authorities and/ or otherwise, such shortfall shall be paid by the Allottee(s).

## ANNEXURE G

### PART A – AMENITIES AND SPECIFICATIONS FOR THE UNIT

1.	Structure	RCC framed structure using M20 grade of concrete as per the design approved by the concerned authority. All civil work will be as per the specifications of the Engineer.
2.	Walls	External walls shall be 23 cm CC blocks or laterite stones and internal walls will be single bricks set in cement mixed partly with concrete.
3.	Doors and Windows	All doors and windows will have 4"x 2½" Matti wood frames. All doors shutters will be provided with good quality Flush doors painted or polished on both sides. All windows shall be Aluminium powder coated sliding type. French doors shall be made in Aluminium Sliding Type.
4.	Plaster and Paint	All external wall surfaces of the building shall be plastered with two coats of cement mortar and finished with two coats of good quality water proof paint. All the internal walls shall be plastered with single coat of cement and

		finished with Neeru/Wall Putty and painted with good quality distemper over cement primer
5.	Roofing	RCC Slab with water proofing, covered with Painted GI Sheets.
6.	Flooring	All flooring shall be provided with vitrified tiles with same tiles skirting. Staircase block will be in Natural Stone.
7.	Toilet Blocks	Toilet blocks shall consist of E.W.C., wash basin, shower rose and tap with hot and cold water arrangement. All sanitary ware shall be provided in white colour. All toilets and baths shall be provided with glazed ceramic tiles dado with ceramic tiles flooring.
8.	Kitchen	Kitchen platform shall be provided with granite slab over khadappa frame with stainless steel sink. The kitchen platform to be provided with dado of glazed ceramic tiles upto the height of 60cm from the top of the platform. Provision for the water filter will be provided.
9.	Electrical	All wiring to be in best quality copper cables concealed in walls and slabs. Living/Dining shall have two light

		<p>points, one fan points, one 5 amps plug points, one Cable T.V. point. Bedroom shall have two light points, one fan point, one 5 amps plug point, one 15 amps point for A.C. Kitchen shall have one light point, one fan point, two 5 amps points and one 15 amps points. Toilet shall have one light point, one 5 amp point for exhaust and one 15 amps point for geyser. All balconies shall have one light point. A light point and bell bush shall be provided outside at the entrance door.</p>
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### **PART B – AMENITIES IN THE PROJECT**

<b>Sr. No.</b>	<b>Amenities</b>	<b>Stage Wise Time Completion Schedule of Completion.</b>
1.	Lift	Same as Possession Date of the Unit
2.	Underground Water Sump	Same as Possession Date of the Unit

3.	Gated Compound	Same as Possession Date of the Unit
4.	Individual Stilt Parking	Same as Possession Date of the Unit

**PART C – ARCHITECTURAL AND DESIGN STANDARDS OF THE PROJECT**

1.	Architecture and Design Standard	As per the provisions of the Building Regulations / Code / Applicable laws.
2.	Construction Technology	Use of all updated and standardized mechanized systems of construction.

**ANNEXURE H**

**COPY OF THE REGISTRATION CERTIFICATE OF THE PROJECT  
UNDER REAL ESTATE (REGULATION AND DEVELOPMENT) ACT  
2016**

PROMOTER

ALLOTTEE(S)