

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this _____day of
_____2019/20 at Mapusa, Bardez Goa.

BETWEEN

M/S GA Developer/Vendors & Construction LLP , having PAN CARD NO. AAUFG4190P ,a limited liability partnership firm duly registered at E 18/1,Nagoa Arpora , Bardez C/O Nagoa Grand Resort ,Bardez ,Goa 403507 . .Represented through its power of Attorney holder Mr.Mukesh Kumar ,son of Mr. Satya Prasad , age 41 years , resident of 302 , Block B , Magpie Apartments , Tivaiwaddo, Calangute, Bardez , Goa . (**DEVELOPER/VENDOR**)

Mr. Amit Saxena , Son of Mr. D.C. Saxena , Married , Indian National , having PAN Card No. AATPS9756Q ,age about 51 years , resident of 302, Block B , Magpie Apartments.Tivaiwaddo , Calangute , Bardez, Goa . 403516 . Represented Here by Power of Attorney Holder, Mr. Mukesh Kumar son of Mr. Satya Prasad , age 41 years , resident of 302 , Block B , Magpie Apartments , Tivaiwaddo, Calangute, Bardez , Goa (**OWNER No.1**)

Messrs. AND M/S. MAYFAIR RESORTS (INDIA) LIMITED a limited company having CIN No. U74899DL1986PLC024968 and having Registered Office D-35, Indira Enclave, NEB Sarai New Delhi, South West Delhi - 110068 India, holding Pan card bearing no. AAACM2149P represented herein by its Authorized Signatory , Mr. Mukesh Kumar son of Mr. Satya Prasad , age 41 years , resident of 302 , Block B , Magpie Apartments , Tivaiwaddo, Calangute, Bardez , Goa duly authorized vide board resolution dated 8th August 2019 (**OWNER No.2**) .

Mr. Nitin Choudhary son of Ram Kumar , age about 33 years, married, business, holding PAN card bearing no. ANYPC4286F , ADDHAR No. ANYPC4286F, resident of 81, Jasola Village, New Delhi , 110025, . Represented Here by Power of Attorney Holder, Mr. Mukesh Kumar son of Mr. Satya Prasad , age 41 years , resident of 302 , Block B , Magpie Apartments , Tivaiwaddo, Calangute, Bardez , Goa (**OWNER No.3**)

Hereinafter jointly and collectively referred to as the “**DEVELOPER/VENDOR** ” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, legal representatives, administrators and assigns) of the **ONE PART**.

AND

1.MR/Mrs/Ms/ _____,son/daughter
of _____, _____ years of age ,marital status _____
, having PAN card no. _____,Indian National ,resident of
_____. Hereinafter called as “**PURCHASER/UNIT
HOLDER/ALLOTTEE**” which expression shall unless repugnant to the context or meaning
thereof be deemed to mean and include their respective heirs, executors, legal
representatives, administrators and assigns) of the **SECOND PART** .

All the parties to this Agreement to Sale are Indian National, Indian firm or company .

AND WHEREAS there exists a property known as “Palmar Denominado Senoichem Bata”
or “Godinhachem Bata” or “Dangneshem bata” admeasuring an area of 7550 sq. mts.,
situated at Paliem, within the limits of Village Panchayat of Uccassaim/Ponula, Taluka
Bardez, Registration of Sub-District of bardez, District North Goa, State of Goa, described in
the Land Registration Office under No. 5415 at folio 315 of B New 14, not enrolled in the

Taluka Revenue Office however surveyed under Survey No. 40/8 of Village Paliem, better brevity is referred to as the “**SAID PROPERTY**”.

AND WHEREAS the said property, was originally owned by one Frank D. Paul, the of father of Smt. Maria Lorna William Collaso alias Maria Lorna Noueira Paul.

AND WHEREAS the said Frank D. Paul has gifted the said property to his daughter Smt. Maria Lorna William Collaso alias Maria Lorna Noueira Paul, vide Deed of Gift dated 8th March 1978.

AND WHEREAS the husband of the said Smt. Maria Lorna William Collaso alias Maria Lorna Noueira Paul, expired on 28/06/1998, leaving behind the Vendor herein (i) Maria Lorna Noueira Paul alias Maria Lorna William Collaso, (ii) Wilina Colaso e Mendes (iii) Crystal Lovina W. Colaso (iv) Lenin Max W. Colaso and (v) Wilma Valancia W. Colaso as his sole and universal heirs.

AND WHEREAS Smt. Maria Lorna William Collaso alias Maria Lorna Noueira Paul and the Vendor herein have entered into an agreement of sale in respect of the said property on 27/09/2007 and the said agreement is registered before the Sub-Registrar of Bardez under No. 47, at paged 19 to 35 Book No. I, Vol. 2792 dated 27/09/2007.

AND WHEREAS an Inventory Proceedings were filed before Civil Court Senior Division under No. 4/2008 and the said property was described under item No. I in the said Inventory proceedings, and the same was allotted to all the heirs in equal proportion.

AND WHEREAS the said property was purchased from its heirs by M/S. GOODWILL INFRASTRUCTURE DEVELOPMENT PVT. LTD., a Company duly incorporated under the provisions of the Companies Act 1956, having its registered office at Porvorim, Bardez, Goa vide Deed of Sale dated 21st May 2008, registered before the Sub registrar of Bardez under No. 2950, at pages 203 to 240, Book No. I, Volume No. 2627, dated 28/05/2008.

AND WHEREAS M/S. MAYFAIR RESORTS (INDIA) LIMITED & Mr. AMIT SAXENA subsequently purchased the said property jointly and in common from M/S. GOODWILL INFRASTRUCTURE DEVELOPMENT PVT. LTD vide deed of sale dated 29th May, 2008 registered before the Sub registrar of Bardez under No. 3054 at pages 280 to 298 of book I volume 2635 on 5/6/2009.

AND WHEREAS M/S. MAYFAIR RESORTS (INDIA) LIMITED & Mr. AMIT SAXENA in this manner acquired 50% of equal UNDIVIDED share each of the said property.

And WHEREAS M/S. MAYFAIR RESORTS (INDIA) LIMITED & Mr. AMIT SAXENA subsequently sold 1/3 of this undivided land to **Mr. NITIN CHOUDHARY** vide Deed of sale dated 28/04/2016 having serial No.2107 before the Sub Registrar of Bardez, Mapusa under Book No 1, Document Registration No. BRZ-BK1-02080-2016 dated 28-04-2016. Subsequent to this sale **/S. MAYFAIR RESORTS (INDIA) LIMITED , Mr. AMIT SAXENA and Mr. NITIN CHOUDARY** became 1/3 Owner each of Undivided “ Said property .

WHEREAS Mr. NITIN CHOUDHARY entered into a “ Agreement to Sale “ for his 1/3 undivided share of land with Purchaser/Unit Holder/Allottees **M/S. MAYFAIR RESORTS**

(INDIA) LIMITED & Mr. AMIT SAXENA Vide Deed of “Agreement of Sale” dated _____ having serial No. _____ before the Sub Registrar of Bardez, Mapusa under Book No __, Document Registration No. _____ dated _____ .

Subsequent to this agreement to sale and pending Sale Deed **M/S. MAYFAIR RESORTS (INDIA) LIMITED & Mr. AMIT SAXENA** would eventually become the absolute owner of land .

For the purpose of Development of the Project all the EXSISTING OWNERS of the SAID property namely **M/S. MAYFAIR RESORTS (INDIA) LIMITED , Mr. AMIT SAXENA , Mr. NITIN CHOUDHARY** entered and pledged irrevocably their total undivided land covered fully under survey No. 40/8 of Village Paliem , Bardez admeasuring 7550 sq meters into a “**JOINT DEVELOPMENT AGREEMENT**” dated _____ duly registered vide _____ dated _____ with **M/S GA Developer/Vendor s & Construction LLP.** for development of residential flats project called “ **URBAN OASIS APARTMENTS- PALIEM**”

AND WHEREAS the said Developer/Vendor /vendor after obtaining necessary permission and licenses from the competent authorities started construction of the Apartments of the SAID Property . **having Construction License ref. VP/UPP/Const.Lic.No.03/2019-20/465,** date 02/08/2019, this License is valid from 03/07/2019 to 30/07/2022, with approved plans and layout of Six buildings BLOCKS , consisting of 69 flats and other common area etc .

Technical Clearance Order No. : TPBZ/681/PAL/TCP-19/416, this technical clearance order is issued based on the order issued by Secretary (TCP) vide no. 29/8/TCP/2018(Pt.File)/1672 dated 13/08/2018, This Order is Valid 30/07/2022,

HEALTH N.O.C No.:PHC/ALDONA/NOC/-Construction/2018-19/1964, Dated 06/03/2019

AND WHEREAS the Purchaser/Unit Holder/Allottee is satisfied that the Developer/Vendor /vendor title to the said property is clear and marketable ,that the Developer/Vendor has obtained the necessary permissions /approvals for constructions of the development and that the vendor /Developer/Vendor have right to sell, lease, rent

or otherwise dispose of the units constructed thereon . AND WHEREAS the Developer/Vendor /Vendors are entitled and authorised to construct buildings on the project land in accordance with the recitals herein above;

AND WHEREAS the Developer/Vendor / Vendor is in possession of the project land;

AND WHEREAS the Allottee/Purchaser/Unit Holder/Allottee has agreed to purchase a Apartment unit bearing number_____ in BLOCK TYPE _____ of the Project Called “ Urban Oasis Apartments-Paliem “ .

.....herein after called the Unit

AND WHEREAS the Developer/Vendor has appointed an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; AND WHEREAS the Developer/Vendor has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder Act with the Real Estate Regulatory Authority at. Panjim , Goa under No _____ ; authenticated copy is attached in Annexure;

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

AND WHEREAS by virtue of the Sale Deed the Developer/Vendor /Vendor has sole and exclusive right to sell the Apartment Unit in the said Project to be constructed by the Developer/Vendor on the project land and to enter into Agreement/s with the allottee/Purchaser/Unit Holder/Allottee(s)/s of the Apartment Units to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee/Purchaser/Unit Holder/Allottee/Purchaser/Unit Holder/Allottee , the Developer/Vendor /Vendor has given inspection and copies to the Allottee/Purchaser/Unit Holder/Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developer/Vendor s /Vendors, Architect Mr.Baligar Santosh , H.No.901/A,Baida Chinchinim, Salcete-Goa 403715 , and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Act”) and the Rules and Regulations made there under; and the allottee has

acknowledged the receipt of the same;

AND WHEREAS the above mentioned Purchaser/Unit Holder/Allottee have approached the Vendor /Developer/Vendor to purchase Apartment Unit bearing No. _____, having carpet area of _____ **s.q.mts**, having along with one open parking in the development known as 'URBAN OASIS APARTMENTS_ PALIEM 'hereinafter referred to as "THE SAID UNIT" described in the Schedule-II.

AND WHEREAS the authenticated copies of Certificate of Title issued by the legal Practitioner of the Developer/Vendor, or any other relevant revenue record showing the nature of the title of the Developer/Vendor to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto;

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Competent Authority have been annexed;

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

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/Purchaser/Unit Holder/Allottee, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto;

AND WHEREAS the Developer/Vendor /Vendor has got some of the approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the said building/s wherever applicable and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

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

AND WHEREAS the Developer/Vendor has accordingly commenced construction of the said building/s in accordance with the said approved plans;

AND WHEREAS the Allottee/Purchaser/Unit Holder/Allottee has approached the Developer/Vendor /Vendor for purchase of Apartment UNIT No., BLOCK _____ in the said Project called “URBAN OASIS APARTMENTS_ PALIEM”

AND WHEREAS the carpet area of the said Apartment is _____” **square meters** and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottees or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottees, but includes the area covered by the internal partition walls of the apartment.

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

AND WHEREAS, prior to the execution of these presents, the Allottee/Purchaser/Unit Holder/Allottee has paid to the Developer/Vendor a sum of Rs..... (Rupees) only, being an advance payment or an Application Fee as provided in section 13 of the said Act (the payment and receipt whereof the Developer/Vendor /Vendor both hereby admit and acknowledge) and the Allottee /Purchaser/Unit Holder/Allottee has agreed to pay to the Developer/Vendor the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Developer/Vendor /Vendor has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder with the Real Estate Regulatory Authority under No. _____

AND WHEREAS, under section 13 of the said Act, the Developer/Vendor is required to execute a written Deed of Sale of said Apartment with the Allottee/Purchaser/Unit Holder/Allottee, and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908);

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer/Vendor hereby agrees to sell and the Allottees hereby agrees to purchase of the Flat/Apartment.

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

1. The Developer/Vendor shall construct the said building/s consisting of Six blocks and total of 69 apartments ,other common area , on the project land in accordance with the plans, designs and specifications as approved by the concerned competent authority from time to time wherever applicable.

Provided that the Developer/Vendor shall have to obtain prior consent in writing of the Allottee/Purchaser/Unit Holder/Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee/Purchaser/Unit Holder/Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee/Purchaser/Unit Holder/Allottee hereby agrees to purchase from the Developer/Vendor and the Developer/Vendor /Vendor hereby agrees to sell to the Allottee/Purchaser/Unit Holder/Allottee Apartment UNIT No. of the BLOCK of carpet area admeasuring sq. Metres. The Apartment shall also have an exclusive carpet area of balcony ofsqmts with an exclusive terrace area..... sqmts if any, on floor in the building (hereinafter

referred to as "the Apartment ") as shown in the Floor plan thereof hereto annexed for the consideration of Rs. which includes the proportionate incidence of undivided common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule II annexed herewith.

1.a (i) The Allottees hereby agrees to purchase from the Developer/Vendor and the hereby agrees to sell to the Allottees Flat/Apartment No. **Flat No.** _____ having super built-up area _____ **Sq. metres**. The apartment shall also have an exclusive carpet area of balcony of _____ **sq. metres** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the consideration of **Rs.**_____--/- **(y)** which includes the proportionate incidence of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith.

(ii) Parking allotted to said unit is exclusive / dedicated parking, single parking only. And is on first come first serve basis .

(iii) The units which have been allotted parking will be allotted with the unit apartment for resale. Also, during resale of the said unit to which the exclusive /dedicated parking is allotted cannot be retained and has to be handed over to the Purchaser/Unit Holder/Allottee/Unit Holder/Allottee along with the said unit.

(iv) hereby agrees to transfer to the Allottees parking—bearing No. _____ situated in the complex named “_____” being constructed in the layout without any consideration.

(ii) The Purchaser/Unit Holder/Allottee/ hereby agrees to purchase from the Developer/Vendor and the Developer/Vendor /Vendor hereby agrees to sell to the

Allottee/Purchaser/Unit Holder/Allottee open parking bearing Nos situated atbeing constructed in the layout for the consideration of Rs.

1(b) The total aggregate consideration amount for the Apartment including open car parking spaces is thus Rs.

As per the mode of payment as mutually agreed between the parties as per Schedule G attached hereto ;

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Developer/Vendor /Vendor by way of Infrastructure tax, GST and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developer/Vendor /Vendor) up to the date of handing over the possession of the [Apartment].

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/ takes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developer/Vendor /Vendor undertakes and agrees that while raising a demand on the Allottee/Purchaser/Unit Holder/Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer/Vendor /Vendor shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/Purchaser/Unit Holder/Allottee, which shall only be applicable on subsequent payments.

1(f) The Developer/Vendor /Vendor may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee/Purchaser/Unit Holder/Allottee on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/Purchaser/Unit Holder/Allottee by the Developer/Vendor /Vendor.

1(g) The Developer/Vendor /Vendor shall confirm the final carpet area that has been allotted to the Allottee/Purchaser/Unit Holder/Allottee after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area,

subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer/Vendor /Vendor. If there is any reduction in the carpet area within the defined limit then Developer/Vendor /Vendor shall refund the excess money paid by Allottee/Purchaser/Unit Holder/Allottee within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the Allottee/Purchaser/Unit Holder/Allottee. If there is any increase in the carpet area allotted to Allottee/Purchaser/Unit Holder/Allottee, the Developer/Vendor /Vendor shall demand additional amount from the Allottee/Purchaser/Unit Holder/Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee/Purchaser/Unit Holder/Allottee authorizes the Developer/Vendor /Vendor to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer/Vendor /Vendor may in its sole discretion deem fit and the Allottee/Purchaser/Unit Holder/Allottee undertakes not to object/demand/direct the Developer/Vendor /Vendor to adjust his payments in any manner.

2.1 The Developer/Vendor /Vendor hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/Purchaser/Unit Holder/Allottee, obtain from the concerned competent authority occupancy and /or completion certificates in respect of the Apartment.

2.2 Time is essence for the Developer/Vendor /Vendor as well as the Allottee/Purchaser/Unit Holder/Allottee. The Developer/Vendor /Vendor shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee/Purchaser/Unit Holder/Allottee and the common areas to the association of the allottee/Purchaser/Unit Holder/Allottee after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the allottee/Purchaser/Unit Holder/Allottee allottee/Purchaser/Unit Holder/Allottee have paid all the consideration and other sums due and payable to the Developer/Vendor /Vendors as per the agreement Similarly, the Allottee/Purchaser/Unit Holder/Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous

completion of construction by the Developer/Vendor /Vendor, as provided in clause 1(c) herein above. ("Payment Plan").

3. The Developer/Vendor /Vendor hereby declares that the Floor Area Ratio available as on date in respect of the project land is 3670.55 square meters only and Developer/Vendor /Vendor has planned to utilize Floor area ratio of 49.65% . by availing of TDR or FAR available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developer/Vendor /Vendor has disclosed the Floor Space Index of . 0.5 as proposed to be utilized by him on the project land in the said Project and Allottee/Purchaser/Unit Holder/Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Developer/Vendor /Vendor by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer/Vendor /Vendor only.

4.1 If the Developer/Vendor /Vendor fails to abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee/Purchaser/Unit Holder/Allottee, the Developer/Vendor /Vendor agrees to pay to the Allottee/Purchaser/Unit Holder/Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/Purchaser/Unit Holder/Allottee, for every month of delay, till the handing over of the possession. The Allottee/Purchaser/Unit Holder/Allottee agrees to pay to the Developer/Vendor /Vendor, interest as specified in the said Rules, on all the delayed payment which become due and payable by the Allottee/Purchaser/Unit Holder/Allottee to the Developer/Vendor /Vendor under the terms of this Agreement from the date the said amount is payable by the allottee/Purchaser/Unit Holder/Allottee(s) to the Developer/Vendor /Vendor.

4.2 Without prejudice to the right of Developer/Vendor /Vendor to charge interest in terms of sub clause 4.1 above, on the Allottee/Purchaser/Unit Holder/Allottee committing default in payment on due date of any amount due and payable by the Allottee/Purchaser/Unit Holder/Allottee to the Developer/Vendor /Vendor under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee/Purchaser/Unit Holder/Allottee committing three defaults of payment of installments, the Developer/Vendor /Vendor shall at his own option, may terminate this Agreement: Provided that, Developer/Vendor /Vendor shall give notice of fifteen days in writing to the Allottee/Purchaser/Unit Holder/Allottee, by Registered Post AD at the address provided by the allottee/Purchaser/Unit Holder/Allottee and mail at the e-mail address provided by the Allottee/Purchaser/Unit Holder/Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it

is intended to terminate the Agreement. If the Allottee/Purchaser/Unit Holder/Allottee fails to rectify the breach or breaches mentioned by the Developer/Vendor /Vendor within the period of notice then at the end of such notice period, Developer/Vendor /Vendor shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Developer/Vendor /Vendor shall refund to the Allottee/Purchaser/Unit Holder/Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developer/Vendor /Vendor) within a period of sixty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee/Purchaser/Unit Holder/Allottee to the Developer/Vendor /Vendor and the Developer/Vendor /Vendor shall not be liable to pay to the Allottee/Purchaser/Unit Holder/Allottee any interest on the amount so refunded.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or its equivalent or price range (if unbranded) to be provided by the Developer/Vendor /Vendor in the said building and the Apartment as are set out in Annexure annexed hereto.

6. The Developer/Vendor /Vendor shall give possession of the Apartment to the Allottee/Purchaser/Unit Holder/Allottee on or before..... day of20..... If the Developer/Vendor /Vendor fails or neglects to give possession of the Apartment to the Allottee/Purchaser/Unit Holder/Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Developer/Vendor /Vendor shall be liable on demand to refund to the Allottee/Purchaser/Unit Holder/Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Developer/Vendor /Vendor received the sum till the date the amounts and interest thereon is repaid.

Provided that the Developer/Vendor /Vendor shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of

(i) war, civil commotion or act of God;

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

7.1 Procedure for taking possession.— The Developer/Vendor /Vendor, upon obtaining

the occupancy certificate from the competent authority and the payment made by the Allottee/Purchaser/Unit Holder/Allottee as per the agreement shall offer in writing the possession of the [Apartment], to the Allottee/Purchaser/Unit Holder/Allottee in terms of this Agreement to be taken within one month from the date of issue of such notice and the Developer/Vendor /Vendor shall give possession of the [Apartment] to the Allottee/Purchaser/Unit Holder/Allottee. The Developer/Vendor /Vendor agrees and undertakes to indemnify the Allottee/Purchaser/Unit Holder/Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer/Vendor /Vendor. The Allottee/Purchaser/Unit Holder/Allottee agree(s) to pay the maintenance charges as determined by the Developer/Vendor /Vendor or association of allottee/Purchaser/Unit Holder/Allotteeallottee/Purchaser/Unit Holder/Allottee, as the case may be. The Developer/Vendor /Vendor on its behalf shall offer the possession to the Allottee/Purchaser/Unit Holder/Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee/Purchaser/Unit Holder/Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee/Purchaser/Unit Holder/Allottee intimating that the said Apartments are ready for use and occupancy.

7.3 Failure of Allottee/Purchaser/Unit Holder/Allottee to take Possession of [Apartment] upon receiving a written intimation from the Developer/Vendor /Vendor as per clause 7.1, the Allottee/Purchaser/Unit Holder/Allottee shall take possession of the [Apartment] from the Developer/Vendor /Vendor by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Developer/Vendor /Vendor shall give possession of the [Apartment] to the allottee/Purchaser/Unit Holder/Allottee. In case the Allottee/Purchaser/Unit Holder/Allottee fails to take possession within the time provided in clause 7.2, such Allottee/Purchaser/Unit Holder/Allottee shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee/Purchaser/Unit Holder/Allottee, the Allottee/Purchaser/Unit Holder/Allottee brings to the notice of the Developer/Vendor /Vendor any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer/Vendor /Vendor at his own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser/Unit Holder/Allottee shall be entitled to receive from the Developer/Vendor /Vendor, compensation for such defect in the manner as provided under the Act. In case the allottees carry out any work within the Apartment after taking

possession, resulting in cracks and dampness or any other defect within or to the adjoining apartment/s, then in such an event the Developer/Vendor /Vendor shall not be liable to rectify or pay compensation. But the Developer/Vendor /Vendor may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.

8. The Allottee/Purchaser/Unit Holder/Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee/Purchaser/Unit Holder/Allottee along with other allottee/Purchaser/Unit Holder/Allottee(s) of Apartment in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Developer/Vendor /Vendor may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Developer/Vendor /Vendor within seven days of the same being forwarded by the Developer/Vendor /Vendor to the Allottee/Purchaser/Unit Holder/Allottee, so as to enable the Developer/Vendor /Vendor to register the common organisation of Allottee/Purchaser/Unit Holder/Allottee. No objection shall be taken by the Allottee/Purchaser/Unit Holder/Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 Within 15 days after notice in writing is given by the Developer/Vendor /Vendor to the Allottee/Purchaser/Unit Holder/Allottee that the Apartment is ready for use and occupancy, the Allottee/Purchaser/Unit Holder/Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association of allottee/Purchaser/Unit Holder/Allottee allottee/Purchaser/Unit Holder/Allottee is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the Allottee/Purchaser/Unit Holder/Allottee shall pay to the Developer/Vendor /Vendor such proportionate share of outgoings as may be determined. The Allottee/Purchaser/Unit Holder/Allottee further agrees that till the Allottee/Purchaser/Unit Holder/Allottee's share is so determined the

Allottee/Purchaser/Unit Holder/Allottee shall pay to the Developer/Vendor /Vendor provisional monthly/yearly contribution of Rs. per month/annum towards the outgoings. The Allottee/Purchaser/Unit Holder/Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee/Purchaser/Unit Holder/Allottee shall be regarded as the default on the part of the Allottee/Purchaser/Unit Holder/Allottee and shall entitle the Developer/Vendor /Vendor to charge interest on the dues, in accordance with the terms and conditions contained herein.

10. The Allottee/Purchaser/Unit Holder/Allottee shall on or before delivery of possession of the said premises keep deposited with the Developer/Vendor /Vendor, the following amounts:–

(i) Rs. for share money, application entrance fee of the Society or Limited Company/
/Federation/Apex body.

(ii) Rs. for formation and registration of the Society or Limited Company/Federation/Apex body.

(iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.

(iv) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body.

(v) Rs. For Deposit towards Water, Electric, and other utility and services connection charges.

(vi) Rs. for deposits of electrical receiving, transformer and Sub-Station provided in Layout.

(vii) (vi) Rs. as legal charges.

(viii) Rs. as infrastructure Tax.

(ix) Rs. as Corpus in respect of the Society or Limited Company/Federation/Apex Body.

(x) Rs. as Stamp Duty and Registration Charges.

11. The Allottee/Purchaser/Unit Holder/Allottee shall pay to the Developer/Vendor /Vendor a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Developer/Vendor /Vendor in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/Purchaser/Unit Holder/Allottee shall pay to the Developer/Vendor /Vendor, the Allottee/Purchaser/Unit Holder/AllotteeAllottee/Purchaser/Unit Holder/Allottee' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee/Purchaser/Unit Holder/Allottee shall pay to the Developer/Vendor /Vendor, the Allottee/Purchaser/Unit Holder/AllotteeAllottee/Purchaser/Unit Holder/Allottee' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER/VENDOR /VENDOR

The Developer/Vendor /Vendor hereby represents and warrants to the Allottee/Purchaser/Unit Holder/Allottee as follows:—

i. The Developer/Vendor /Vendor has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Developer/Vendor /Vendor 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;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Developer/Vendor /Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project

land, Building/wing and common areas;

vi. The Developer/Vendor /Vendor 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/Purchaser/Unit Holder/Allottee created herein, may prejudicially be affected;

vii. The Developer/Vendor /Vendor has not entered into any Deed of Sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/Purchaser/Unit Holder/Allottee under this Agreement;

viii. The Developer/Vendor /Vendor confirms that the Developer/Vendor /Vendor is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/Purchaser/Unit Holder/Allottee in the manner contemplated in this Agreement;

ix. **CONVEYANCE OF THE SAID APARTMENT** The Developer/Vendor /Vendor , on receipt of complete amount of the Price of the Apartment/ under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate* in the name of flat buyer . However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Developer/Vendor /Vendor to withhold registration of the Conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Developer/Vendor /Vendor is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).All proportionate indivisible common area in the total plot of land per flat to be based on final carpet area of flat/total carpet area for all flats and subject to change as per final measurement at the time of possession and individual sale deed of flat buyer.

x. The Developer/Vendor /Vendor has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any

legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Developer/Vendor /Vendor in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottee/Purchaser/Unit Holder/Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Developer/Vendor /Vendor as follows:–

(i) To maintain the Apartment at the Allottee/Purchaser/Unit Holder/Allottee's own cost in good and tenantable repair and condition from the date the possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

(ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee /Purchaser/Unit Holder/Allottee in this behalf, the Allottee/Purchaser/Unit Holder/Allottee shall be liable for the consequences of the breach.

(iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Developer/Vendor /Vendor to the Allottee /Purchaser/Unit Holder/Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment 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/Purchaser/Unit Holder/Allottee committing any act in contravention of the above provision, the Allottee/Purchaser/Unit Holder/Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(iv) Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Developer/Vendor /Vendor and/or the Society or the Limited Company.

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

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

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

(viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/Purchaser/Unit Holder/Allottee for any purposes other than for purpose for which it is sold.

(ix) The Allottee/Purchaser/Unit Holder/Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/Purchaser/Unit Holder/Allottee to the Developer/Vendor /Vendor under this Agreement are fully paid up.

(x) The Allottee/Purchaser/Unit Holder/Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments 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/Purchaser/Unit Holder/Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment 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.

15. The Developer/Vendor /Vendor shall maintain a separate account in respect of sums received by the Developer/Vendor /Vendor from the Allottee/Purchaser/Unit Holder/Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co- operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Plot and Building or any part thereof. The Allottee/Purchaser/Unit Holder/Allottee shall have no claim save and except in respect of the Apartment along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or un-allotted inventory shall continue to remain the property of the Developer/Vendor /Vendor until sold/allotted.

17. DEVELOPER/VENDOR /VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Developer/Vendor /Vendor executes this Agreement he shall not mortgage or create a charge on the *[Apartment] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee /Purchaser/Unit Holder/Allottee who has taken or agreed to take such [Apartment].

18. BINDING EFFECT

Forwarding this Agreement to the Allottee/Purchaser/Unit Holder/Allottee by the Developer/Vendor /Vendor does not create a binding obligation on the part of the Developer/Vendor /Vendor or the Allottee/Purchaser/Unit Holder/Allottee until, firstly, the Allottee/Purchaser/Unit Holder/Allottee signs and delivers this Agreement with all the

schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/Purchaser/Unit Holder/Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Developer/Vendor /Vendor. If the Allottee/Purchaser/Unit Holder/Allottee(s) fails to execute and deliver to the Developer/Vendor /Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/Purchaser/Unit Holder/Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer/Vendor /Vendor, then the Developer/Vendor /Vendor shall serve a notice to the Allottee/Purchaser/Unit Holder/Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/Purchaser/Unit Holder/Allottee, application of the Allottee/Purchaser/Unit Holder/Allottee shall be treated as cancelled and all sums deposited by the Allottee/Purchaser/Unit Holder/Allottee in connection therewith including the booking amount shall be returned to the Allottee/Purchaser/Unit Holder/Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO

ALLOTTEE/PURCHASER/UNIT HOLDER/ALLOTTEE/SUBSEQUENT

ALLOTTEE/PURCHASER/UNIT HOLDER/ALLOTTEE
ALLOTTEE/PURCHASER/UNIT HOLDER/ALLOTTEE

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

22. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee/Purchaser/Unit Holder/Allottee has to make any payment, in common with other Allottee/Purchaser/Unit Holder/Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective allottee/Purchaser/Unit Holder/Allottee/Purchaser/Unit Holder/Allottee.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Developer/Vendor /Vendor through its authorized signatory at the Developer/Vendor /Vendor's Office, or at some other place, which may be mutually agreed between the Developer/Vendor /Vendor and the Allottee/Purchaser/Unit Holder/Allottee, after the Agreement is duly executed by the Allottee/Purchaser/Unit Holder/Allottee and the Developer/Vendor /Vendor or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar Bardez, Goa . Thereafter this Agreement shall be deemed to have been executed.

26. The Allottee/Purchaser/Unit Holder/Allottee and/or Developer/Vendor /Vendor

shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developer/Vendor /Vendor will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee/Purchaser/Unit Holder/Allottee and the Developer/Vendor /Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser/Unit Holder/Allottee or the Developer/Vendor /Vendor by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:–

Name of
Allottee/purcha
er
(Allottee/Purcha
ser/Unit
Holder/Allottee'
s Address)
Notified Email ID:
M/s
Developer/Ven
dor /Vendor
name
(Developer/Ven
dor /Vendor
Address)
Notified Email ID:

It shall be the duty of the Allottee/Purchaser/Unit Holder/Allottee and the Developer/Vendor /Vendor to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer/Vendor /Vendor or the Allottee/Purchaser/Unit Holder/Allottee, as the case may be.

28. JOINT ALLOTTEE/PURCHASER/UNIT
HOLDER/ALLOTTEEALLOTTEE/PURCHASER/UNIT HOLDER/ALLOTTEE

That in case there are Joint Allottee/Purchaser/Unit

Holder/AllotteeAllottee/Purchaser/Unit Holder/Allottee all communications shall be sent by the Developer/Vendor /Vendor to the Allottee/Purchaser/Unit Holder/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/Purchaser/Unit Holder/AllotteeAllottee/Purchaser/Unit Holder/Allottee.

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee/Purchaser/Unit Holder/Allottee.

30. Possession of the said unit has not been handed over to the Purchaser/Unit Holder/Allottee and shall be done by executing a proper Deed of Sale.

31..The Purchaser/Unit Holder/Allottee indemnifies and keeps the Vendor /Developer/Vendor forever indemnified at all times ,against ,all actions ,proceedings ,claims ,loss ,damage ,cost and expenses which may be brought on account of and occasioned by any accident or injury to the Purchaser/Unit Holder/Allottee or his/her/their representative/s or any person/s visiting the construction site on behalf of the Purchaser/Unit Holder/Allottee or during any visit /s to the property during the period when the development is still under construction as the Purchaser/Unit Holder/Allottee and aforementioned persons shall be entering the construction site at their own risk .

32..Any dispute/s arising between the parties to this Agreement whether in relation to the interpretation of its clauses and conditions and in relation to any matter whatsoever concerning this Agreement shall be referred to a sole arbitrator who shall be a permanent resident of Goa ,appointed by mutual consent of both the parties ,and such a arbitration shall be conducted in Panjim ,Goa ,in accordance with the provisions of the Indian Arbitration And Concillation Act ,1996 as amended upto date .The arbitrator must have no social ,business or professional relation with any party hereto. All the cost towards the arbitration proceedings shall be borne by the party initiating the Arbitration Proceedings.

33.If any time ,any provision of this Agreement is declared invalid or unenforceable under the law applicable law/s or under directions or orders of any judicial or other competent authority ,the validity or enforceability of the

remaining provisions of this Agreement shall not be affected and this Agreement shall continue in full force and effect as if it had been executed without the invalid or unenforceable provisions. The Vendor /Developer/Vendor and the Purchaser/Unit Holder/Allottee also agree that all the dispute if any, arising under or concerning this Agreement shall come under the sole, exclusive legal jurisdiction of the courts in Goa only.

34. The Purchaser/Unit Holder/Allottee has paid the total stamp duty of Rs. _____ on the execution of this present Agreement to Sale.

35. The Developer/Vendor /Vendor and the Purchaser/Unit Holder/Allottee do not belong to schedule caste and schedule tribes pursuant to the Notification No. RD/LAND/LRC/318/77 dated 21/08/1978.

36..AND WHEREAS, the **PURCHASER/UNIT HOLDER/ALLOTTEE** shall not put any sticker/hoarding/bill/poster as regards to resale/lease/rent of the said Apartment/Apartments described in **Schedule-II** without the written consent of the Developer/Vendor /Vendor s.

SCHEDULE I

The property known as "Palmar Denominado Senoichem Bata" or "Godinhachem Bata" or "Dangeshem Bata" admeasuring an area of 7550 sq. mts, situated at Paliem, within the limits of Village Panchayat of

Ucassaim/Ponula, Taluka Bardez, Registration Sub-District of Bardez, District North Goa, State of Goa, described in the Land Registration office under No. 5415 at folio 315 of B New 14, not enrolled in the Taluka Revenue office however surveyed under survey No. 40/8 of Village Paliem and bounded as follows:

NORTH : By village Bastora

SOUTH : By the Road

EAST : By property bearing survey no. 40/6

WEST : By property bearing survey no. 40/7

SCHEDULE - II

THAT Entire Apartment bearing **UNIT No.** _____ **BLOCK** _____ **and measuring** _____ **sq. mts, on floor** _____, along with one ___ car park No. _____, having _____ proportionate undivided share of the land beneath the said Apartment corresponding to the carpet area of the said Apartment as indicated in the plan annexed hereto.. The **PURCHASER/UNIT HOLDER/ALLOTTEE** shall be entitled for common area & amenities facilities, which shall be provided along with rest of the amenities as stated in this agreement.

IN WITNESS WHEREOF this **AGREEMENT OF SALE** is signed by **DEVELOPER/VENDOR M /OWNER** and by **PURCHASER/UNIT HOLDER/ALLOTTEE** in presence of two witnesses.

“Developer/Vendor ”(photo)

L.H.S. Prints

R.H.F. Prints

(1) _____

(1) _____

(2) _____

(2) _____

(3) _____

(3) _____

(4) _____

(4) _____

(5) _____

(5) _____

“OWNER No1 ”(photo)

L.H.S. Prints

R.H.F. Prints

(1) _____

(1) _____

(2) _____

(2) _____

(3) _____

(3) _____

(4) _____

(4) _____

(5) _____

(5) _____

“OWNER No.2 ”(photo)

L.H.S. Prints

R.H.F. Prints

(1) _____

(1) _____

(2) _____

(2) _____

(3) _____

(3) _____

(4) _____

(4) _____

(5) _____

(5) _____

“OWNER no.3 ”(photo)

L.H.S. Prints

R.H.F. Prints

(1) _____

(1) _____

(2) _____

(2) _____

(3) _____

(3) _____

(4) _____

(4) _____

(5) _____

(5) _____

“PURCHASER/UNIT HOLDER/ALLOTTEE”(photo)

L.H.S. Prints

R.H.F. Prints

(1) _____

(1) _____

(2) _____

(2) _____

(3) _____

(3) _____

(4) _____

(4) _____

(5) _____

(5) _____

Witnesses:-

(1)_____

(2)_____

ANNEXURE “A”

Layout of Apartment

Annexure B

**Layout of Building Blocks of Urban Oasis Apartments- Paliem and
common space/facilities ,internal roads .**

Annexure C

**Certificate of title Report of Land bearing survey No. 40/8 of Village
Paliem,Village Panchayat Ucassaim-Paliem-Punola, Bardez , Goa & Form I &**

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Annexure D

GOA RERA registration Certificate no. _____ authenticated copy

Annexure E

Copy of Construction License ref. VP/UPP/Const.Lic.No.03/2019-20/465, date 02/08/2019, this License is valid from 03/07/2019 to 30/07/2022, with approved plans and layout of Six buildings and other common area etc .

Copy Of Technical Clearance Order No. : TPBZ/681/PAL/TCP-19/416, this technical clearance order is issued based on the order issued by

Secretary (TCP) vide no. 29/8/TCP/2018(Pt.File)/1672 dated 13/08/2018, This Order is Valid 30/07/2022,

ANNEXURE F
Apartment Specification Sheet & Common
facility Details :

APARTMENT SPECIFICATION

1. Completion of all Blocks of Builder Flats contained therein as per specification listed below;
 - a) Structure : RCC framed structure as per approved design
 - b) Flooring : Fully vitrified flooring in entire flat except bathrooms
 - c) Wall finish: External wall with Apex or equivalent, Internal walls ready with oil bound distemper.
 - d) Door & Windows: Main Door shall be teak wood, internal doors shall be flush doors, balcony French doors and windows shall be powder coated aluminum frames with glass fill in, sliding type. Toilet doors shall be FRP make, door locks.
 - e) Kitchen : Granite topped kitchen platform with stainless steel sink and 2ft height ceramics tiles dado above with necessary electrical and plumbing connections.
 - f) Bathrooms & Toilets: Bathrooms walls shall be fitted with ceramic tiles with dado up to the ceiling and flooring shall be of anti-skid ceramic tiles. Jaguar fittings or equivalent with provision for geyser. All sanitary wares shall be of white color of cera or equivalent make.
 - g) Water Supply : water shall be stored in an underground storage water sump which shall be pumped to an over head tank.
 - h) Electricals : concealed high quality wiring with premium switches & –
 - I) provision for Air Conditioning
 - II) provision for Water purifier
 - III) provision for Washing machine
 - IV) provision for Inverter
 - V) provision for Cable TV
 - VI) provision for Telephone point
 - VII) Fans & Light Fittings in all flats.

COMMON FACILITIES

2. STP plant and sewage Line.
3. Water Storage tanks, Septic Tank, Sump etc water pipe lines, connections and Rain water harvesting.
4. Internal roads of 6 meter width with proper rain water traps, drains and gutters as required
5. External Retaining walls, parking area as and where required.
6. Electricals Sub Stations transformer, RMU, Control panels, internal as well external wiring using ISI standard cables & equipments.

7. Internal Street Light with pole and assembly as required.
8. Swimming pool, filtration plant, Deck, Light & fixtures garden, pathway , Children play area .
9. External boundary wall, fence as applicable.
10. Horticulture as per plan.
11. Composting area/Pit.
12. Formation of Association/ Society of flat owner's along with running account for maintenance.
13. Electrical & Water meters for all flats and common area as applicable.