

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into in this City of Mapusa, Taluka and Registration Sub – District of Bardez, District of North 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. **KASU ZIRA ESTATES LLP**, a limited liability partnership, duly registered under the Limited Liability Partnership Act, 2008, with the Ministry of Corporate Affairs, under Reg. No. AAM – 2570, with Income Tax Pan No. _____, Electronic Mail ID as kdruthireddy@gmail.com, with its principal place of business at #12, Service Road, Domlur Layout, Near Indian Oil Petrol Pump, Bangalore, 560 071, represented herein by its Authorized Partner, the below referred to **Ms.** _____, so authorized vide a Resolution of the Firm dated _____, represented herein for the purpose of presentation and admission of execution of this instrument by **Mr. Swaroop Reddy**, son of Mr. Krishna Reddy, aged about 39 years, married, service, Indian National, holding Aadhaar Card No. [REDACTED] and Income Tax Pan No. [REDACTED] residing at No. A3, Noble House, Basavanagar, Bangalore, by virtue of Power of Attorney dated February 7, 2018 duly registered before the Sub – Registrar, Bangalore, under Reg. No. BKIV-5/2019-2020, hereinafter referred to as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, / partners from time to time / executors, administrators legal heirs and assigns) of the **FIRST PART**;

AND

2. **Ms. KASU DHRUTHI REDDY**, daughter of Mr. Kasu Venkata Rajagopal Reddy, wife of Mr. John Abraham, aged about 32 years, married, business,

Indian National, having Income Tax Pan No. [REDACTED] Aadhaar Card No. [REDACTED] with Cell Phone No. [REDACTED] Electronic Mail ID as _____, resident of No. 1, Sree Bhagavathy, Panathur Road, Yamalur, Bangalore – 560037, and represented herein for the purpose of presentation and admission of execution of this instrument by **Mr. Swaroop Reddy**, son of Mr. Krishna Reddy, aged 39 years, married, service, Indian National, holding Aadhaar Card No. [REDACTED] residing at #A3, Noble House, Basavanagar, Bangalore 560037, by virtue of Power of Attorney dated February 7, 2018, registered before Sub Registrar Bangalore under Registration No. BKIV638/1718, and

3. **Ms. KASU JYOTSNA REDDY**, daughter of Mr. Kasu Venkata Rajagopal Reddy, unmarried, aged about 29 years, business, Indian National, having Income Tax Pan No. [REDACTED] and holding Aadhaar Card No. [REDACTED] with Cell Phone No. +[REDACTED] Electronic Mail ID as _____, residing at No. 1, Sree Bhagavathy, Panathur Road, Yamalur, Bangalore – 560 037, represented herein for the purpose of presentation and admission of execution by **Mr. Swaroop Reddy**, son of Mr. Krishna Reddy, aged 39 years, married, service, Indian National, holding Aadhaar Card No. [REDACTED] residing at #A3, Noble House, Basavanagar, Bangalore 560037, by virtue of Power of Attorney dated February 7, 2018, registered before Sub Registrar, Bangalore under Registration No. BKIV636/1718, and

4. **Mr. THOMAS ABRAHAM**, son of Mr. Abraham Thomas, aged about 39 years, married, business, Indian National, having Aadhaar Card No. [REDACTED] Income Tax Pan No. [REDACTED] with Cell Phone No. +91 [REDACTED] Electronic Mail ID as _____, resident of #23,

Hutchins Road, next to Wind Chimes Gift Shop, Cooke Town, Frazer Town, Bangalore, 560 005, and

5. **Mr. JOHN ABRAHAM**, son of Mr. Abraham Thomas, aged about 37 years, married, business, Indian National, having Aadhaar Card No. [REDACTED] [REDACTED] Income Tax Pan No. [REDACTED] with Cell Phone No. +91 [REDACTED] and Electronic Mail ID as _____, resident of #23, Hutchins Road, next to Wind Chimes Gift Shop, Cooke Town, Frazer Town, Bangalore, 560 005, and

6. **Mr. ABRAHAM J. ABRAHAM**, son of Mr. Abraham Thomas, aged about 35 years, married, business, Indian National, having Aadhaar Card No. [REDACTED] Income Tax Pan No. [REDACTED] with Cell Phone No. +91 [REDACTED] and Electronic Mail ID as _____, resident of #23, Hutchins Road, next to Wind Chimes Gift Shop, Cooke Town, Frazer Town, Bangalore, 560 005, all hereinafter collectively referred to as the "**Land Owners**" (which expression shall, wherever the context so requires or admits, mean and include, their heirs, executors, administrators and assigns) of the **SECOND PART**;

AND

(FOR INDIVIDUALS)

7. **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)

7. **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)

7. _____ 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 **THIRD PART.**

In this Agreement, unless the context requires otherwise, a reference to the singular includes a reference to the plural and vice versa. Further, the Land Owners, the Promoter and the Allottee(s) are collectively referred to as the “Parties”, and individually referred to as the ‘Land Owners, ‘Promoter or ‘Allottees(s)’ or ‘Party’, as the case may be.

WHEREAS:

- I. There exist the following 2 (two) immovable properties
 - i. All that Plot No. 9 of the larger immovable property known as “D.JILL” or “REVERENCHEM BHAT”, situated at Verem, Reis Magos, within the limits of the Village Panchayat of Reis Magos, Taluka and Registration Sub – District of Bardez, District of North Goa, State of Goa, which larger property is found described in the Land Registration Office of Bardez under Nos. 7811 of Book B-21 (New) and No. 8447 of Book B-22 (New), enrolled in the Taluka Revenue Office of Bardez for Matriz under Nos. 5, 89, 121, 122, which Plot No. 9 admeasures an area of about 3671 sq mts, is surveyed under S. No. 79/3B of Village Reis Magos; and

ii. All that Plot No. 8 of the larger immovable property known as “D.JILL” or “REVERENCHEM BHAT”, situated at Verem, Reis Magos, within the limits of the Village Panchayat of Reis Magos, Taluka and Registration Sub – District of Bardez, District of North Goa, State of Goa, which larger property is found described in the Land Registration Office of Bardez under Nos. 7811 of Book B-21 (New) and No. 8447 of Book B-22 (New), enrolled in the Taluka Revenue Office of Bardez for Matríz under Nos. 5, 89, 121, 122, which Plot No. 8 admeasures an area of about 3671 sq mts, is surveyed under S. No. 79/3-D of Village Reis Magos;

II. The said 2 (two) properties described hereinabove, as a single, independent and distinct entity, shall hereinafter be referred to as the ‘**Project Land**’, and are more particularly described in the **First Schedule** appended herein under;

III. The Land Owners are the sole and absolute owners in title and possession, each having an equal share, right, title and interest in the Project Land, having acquired the same under a Deed of Sale dated February 21, 2019, registered before the Office of the Sub – Registrar of Bardez at Mapusa under Reg. No. BRZ-1-502-2019 on 25-02-2019; and a Deed of Sale dated December 8, 2017 registered before the Office of the Sub – Registrar of Bardez at Mapusa under Reg. No. BRZ-BK1-05095-2017 at CD Number BRZD792 on 21-12-2017;

IV. The Project Land, having a separate, distinct and independent identity, is more particularly depicted and demarcated in the plan annexed at **Annexure A** hereinafter;

V. By and under a Joint Development Agreement dated _____, (hereinafter referred to as the "**JDA**"), the Land Owners have authorized and permitted the Promoter to develop the Project Land, for consideration, and on the terms and conditions enumerated therein;

VI. Vide the JDA and vide a Power of Attorney dated _____, executed by the Land Owners in favour of the Promoter, (hereinafter referred to as the "**POA**"), the Promoter is entitled and enjoined upon to construct independent residential _____ on the Project Land in accordance with the recitals hereinabove;

VII. The Promoter, in terms of the JDA and the POA, is also well and sufficiently entitled to sell, convey and transfer on ownership basis, the above referred to residential _____, to be constructed by the Promoter at its own cost, on the Project Land, for such consideration and on such other terms, conditions, covenants, stipulations and provisions deemed fit by the Promoter, and the Land Owners have also agreed to transfer and convey to such persons nominated by the Promoter, the proportionate undivided rights and share in the Project Land corresponding to the residential _____;

VIII. Pursuant to the rights, interest and authority acquired as hereinafore stated, the Promoter is now desirous of, and is constructing and developing a residential project on the Project Land, to be known as '**KASU ZIRA**' (hereinafter referred to as the "**Project**"), consisting of _____ residential _____, (hereinafter collectively referred to as the "_____") or individually as the "_____", as the respective case maybe) for residential and/or any other authorized use, together with the provision of _____ and other services and amenities thereto such as _____ etc, along with optional services such as

_____, for the purpose of selling, leasing or otherwise transferring the same to prospective purchasers, lessees and other transferees, in the manner and on the terms, conditions, stipulations and provisions hereinafter stated. The proposed layout plan of the Project Land, with the outline of the _____ with their final numbering and identification is annexed at **Annexure B** hereinafter;

IX. The Promoter has obtained all necessary approvals and sanctions for the construction of the Project on the Project Land, from the concerned local and statutory authorities, including but not limited to:

- a. Technical Clearance Order issued by the Office of the Senior Town Planner, Town and Country Planning Department, North Goa, Government of Goa, Mapusa, under Order bearing No. TPB/5737/RM/TCP-19/5084, dated April 8, 2019;
- b. Technical Clearance Order issued by the Office of the Senior Town Planner, Town and Country Planning Department, North Goa, Government of Goa, Mapusa, under Order bearing No. TPB/5652/RM/TCP-2020/715, dated February 10, 2020;
- c. Construction License issued by the Village Panchayat of Reis Magos, Bardez, under Ref. No. VP/RM/FConst/29/2019-20/1542, dated February 10, 2020; and
- d. Construction License issued by the Village Panchayat of Reis Magos, Bardez, under Ref. No. VP/RM/FConst/32/2019-20/1649, dated March 2, 2020; and
- e. Conversion Sanad issued by the Office of the Additional Collector – III, North Goa, Mapusa under No. 4/228/CNV/AC-III/2019/164 dated January 31, 2020; and
- f. Conversion Sanad issued by the Office of the Additional Collector – III, North Goa, Mapusa under No. 4/229/CNV/AC-III/2019/165 dated January 31, 2020; and

- g. NOC from Sanitary Point of View issued by the Primary Health Centre, Candolim, under No. PHCC/NOC-Const./2019-20/2074 dated January 9, 2020; and
- h. NOC from Sanitary Point of View issued by the Primary Health Centre, Candolim, under No. PHCC/NOC-Const./2019-20/2082 dated February 25, 2020.

Details of final plans, specifications and approvals etc for the Project are also mentioned in detail at **Annexure C** hereto;

- X. Further, the Promoter shall obtain further necessary approvals from the competent authorities from time to time, so as to obtain such certificates for use and occupation of the Project, post completion of the construction thereof;
- XI. The Promoter has appointed **Mr. John Abraham**, who is registered with the Council of Architects, under the Architects Act, 1972, as its architect, and has entered into a standard agreement with him, and such agreement is as per the norms prescribed by the Council of Architects;
- XII. The Promoter has also appointed **M/s. Charles Wilfred**, as the structural engineer for the preparation of the structural design and drawings for the Project;
- XIII. The authenticated copy of the Certificate of Title issued by the Legal Practitioner of the Promoter, Adv. Jagannath J. Mulgaonkar, showing the nature of the title of the Land Owners to the Project Land on which the Project is being constructed, is annexed hereto at **Annexure D** hereinafter;
- XIV. The Promoter and the Land Owners have registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and

rules framed thereunder (hereinafter referred to as the 'Act'), with the Real Estate Regulatory Authority at Goa, under Registration No. _____, and the web link of the Project is at "rera.goa.gov.in". A copy of the RERA Registration Certificate is annexed at **Annexure E** hereinafter;

XV. On demand from the Allottee(s), the Promoter has given inspection to the Allottee(s) of all the documents of title relating to the Project Land as referred to hereinabove, and the approved plans, designs and specifications, and of such other documents as are specified under the Act and the Rules and Regulations made thereunder, including but not limited to the above referred Conversion Sanads, Development Permission and Technical Clearances and Construction Licenses. The Allottee(s) has verified the same, and is satisfied with all the documents referred to herein, which entitles the Promoter to construct and allot _____ in the Project, and has further acknowledged and admitted the veracity and authenticity of the same. The Allottee(s) is further satisfied that the Land Owners have a clear and marketable title to the Project Land and every part thereof;

XVI. The Allottee(s) has also inspected the approved layout plan of the Project at Annexure B. 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. Per the approved plans, the Promoter shall construct the amenities promised which shall be located within the Project Land, at the designated location as demarcated in the approved plan;

XVII. The Promoter has in accordance with the approvals and permissions stated hereinabove, commenced construction of the Project in the Project Land;

XVIII. The Allottee(s) is now offering to purchase and acquire a residential unit in the Project, with full knowledge that the Promoter has obtained all the necessary approvals from the competent authorities for the development of the Project Land;

XIX. The Allottee(s) being desirous of owning a _____ in the Project, has approached the Promoter and the Land Owners to join the scheme of the development of the Project, and purchase from the Promoter, a _____ in the Project, and acquire from the Land Owners the proportionate undivided rights and share in the Project Land corresponding to the _____;

XX. At the time of booking, the Allottee(s) has been informed by the Promoter of the payment schedule, installments to be paid as per the payment schedule agreed between the Parties, and other payment related terms and conditions, including but not limited to interest payable on delayed payments and delayed possession, which is agreeable to the Allottee(s);

XXI. Upon agreeing and accepting the above, the Allottee(s) has applied to the Promoter for allotment of such _____ (herein after referred to as the “Unit”) in the Project, details of which, including _____ Number and Carpet Area, etc more are particularly detailed and described in **Annexure F** and **Second Schedule** hereinafter, along with a proportionate share in the common areas, as defined under clause (n) of Section 2 of the Act;

XXII. The Allottee(s) has made such application of booking through an Application Form. On the basis of such application, the Promoter has offered the Unit to the Allottee(s), 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), has been annexed and marked as **Annexure G** hereinafter. 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 at **Annexure H** herein (hereinafter referred to as the “**Additional Outgoings**”). The amounts mentioned in Annexure F and Annexure H are exclusive of all and any taxes, charges, levies, duties, cesses, fees, deposits etc., and/or all other direct/indirect taxes/duties, impositions, stamp duty charges, registration charges, both present and future, applicable and 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 Project, and/or the Project Land and/or the Amenities provided therein, and/or the transaction contemplated herein and/or in respect of the Sale Consideration and/or the other amounts which shall be payable by the Allottee(s). The quantum of such taxes, levies, duties, cesses, charges, fees, deposits as decided/quantified by the Promoter, shall be binding on the Allottee(s);

XXIII. The Promoter is constructing and providing certain common area amenities, facilities and specifications (herein referred to as the “**Amenities**”) in the Project and the Project Land, available for the use and enjoyment of the Allottee(s) of the Project. The list of amenities and specifications, to be provided by the Promoter in the Unit and the Project are set out in **Annexure I** annexed hereto. Furthermore, these Amenities constructed by the Promoter shall be used jointly by all the purchasers or transferees of the Project Land and/or owners of the units in the Project, in the manner as may be decided by the Promoter and/or the Organization, and the Allottee(s) shall not object to the same in any manner whatsoever. The stage wise time schedule of development of these Amenities, including architectural and design standards used and followed in the Project are also provided in Annexure I. The Allottee(s) shall be entitled to use such Amenities, subject to the rules, regulations/guidelines framed by the Promoter and/or the Organization (defined herein after) as the case may be;

XXIV. On demand from the Allottee(s), the Promoter has given inspection to the Allottee(s) and/or provided for inspection at its offices, the documents and details pertaining to the stage wise time schedule of development and completion of the Amenities, and the details on the provisions of civic and infrastructure facilities, such as electricity, sewer, sanitation, water, external access roads to be provided by the concerned government or Local Authority or body, viz Internal Development Works and the External Development Works as mentioned in Annexure C:

XXV. Prior to the execution of these presents, the Allottee(s) has paid to the Promoter such sums only as mentioned in Annexure H, being earnest money / part payment of the Sale Consideration of the Unit agreed to be purchased by the Allottee(s) (the payment and receipt whereof the Promoter hereby admits and acknowledges) and the Allottee(s) has agreed to pay to the Promoter, the balance of the Sale Consideration, in the manner appearing in the payment schedule mentioned in Annexure H, and as may be demanded by the Promoter;

XXVI. 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 on the part of the Promoter, have agreed to and shall transfer and convey to the Allottee(s), and the Allottee(s) shall acquire from the Land Owners, the proportionate undivided rights and share in the Project Land corresponding to the Unit;

XXVII. 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
FOLLOWS:**

1. THE PROJECT AND DEVELOPMENT:

- I. The Promoter has commenced development of the Project Land for the purpose of constructing the Project within, as more particularly spelt out in the recitals hereinabove. 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 therein, in accordance with the applicable laws (after considering setback, ground coverage, green area, car parking etc.), as a residential Project. The Promoter has under its said obligation, commenced construction of the Project in accordance with the said approved plans, designs and specifications;
- II. The Allottee(s) confirms that all Amenities, common pathways, driveways, access roads, and all such areas which are for the common use and enjoyment of all the occupants, purchasers and users of the Project Land, to the exclusion of each _____, shall be jointly used and maintained by all purchasers/transferees of 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 and/or Project, including but not limited to, permitting the construction of additional _____, 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 of 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 or FAR available on payment of premiums. The Allottee(s) has agreed to purchase the Unit based on the proposed construction and sale of units to be carried out by the Promoter, by utilizing the proposed FAR, and on the understanding that the proposed FAR shall belong to the Promoter only;
- V. The Allottee(s) has been informed and hereinafter acknowledges that the FAR proposed to be consumed in the Project may not be proportionate to the area of the Project on which it is being constructed in proportion to the total area of the Project Land, taking into account, the FAR to be utilized for the _____ to be constructed thereon. The Promoter in its sole discretion, may allocate such FAR for the _____ being constructed on the Project as it thinks fit and the owners and purchasers of the units in the Project (including the Allottee(s) herein) are agreeable to this and shall not dispute the same or claim any additional FAR or constructed area in respect of any of the structures, the _____ or the Project;

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 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;

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), the _____ as detailed in Annexure F, of the Project, as shown in the approved floor plan, hereto annexed at Annexure G, and the Allottee(s) hereby agrees to acquire from the Land Owners and the Land Owners agree to transfer and convey to the Allottee(s), the proportionate undivided rights and share in the Project Land, 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 H. The nature, extent and description of certain common areas, Amenities, facilities and specifications in the Project and Project Land are more particularly described in the Annexure I annexed herewith. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities in the Unit and

details thereof as to provided by the Promoter are also set out in Annexure I, annexed hereto;

- II. The Promoter hereby agrees to allot to the Allottee(s), Exclusive Car Park(s) **annexed** to the Unit for his own use and not otherwise. In case of transfer of the Unit, the right to use the Exclusive Car Park(s) shall be automatically transferred along with the Unit. The right to use the Exclusive Car Park(s) under no circumstances is separately transferable. The Allottee(s) agrees that the Exclusive Car Park(s) 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 Completion 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 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 for the same 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. Further, the same shall be applicable only in the event of a variance of greater / lesser than 5 sq mts of carpet area as the respective case maybe;

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 interest in common areas with respect of the Unit as well as the proportionate undivided rights

and share in the Project Land. The amounts mentioned in Annexure F are exclusive of all taxes, charges, levies, fees, deposits, 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 earnest money / part payment of the Sale Consideration for the Unit to the Promoter, the receipt whereof, the Promoter does hereby acknowledge and admit. The Allottee(s) agrees to pay the balance Sale Consideration as per the payment schedule as mentioned in Annexure H to the Promoter and as may be demanded by the Promoter, time being of the essence;
- III. The Allottee(s) shall, on the Promoter obtaining the necessary Completion Certificate or anytime before delivery of possession of the Unit as demanded by the Promoter, pay and keep deposited with the Promoter, the balance Sale Consideration due, owed and payable, and all such additional deposits and list of other outgoings as specified in Annexure H;
- IV. The Sale Consideration and the Additional Outgoings and all such amounts as mentioned in Annexure H, excludes all taxes, charges, duties, levies, fees, deposits, 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 in 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 may be applicable. 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, the obligation to pay all stamp duty amounts, registration charges, statutory charges, lease rental, all taxes, levies, duties, fees, deposits, charges, cess etc. as may be applicable, due and levied by the statutory or local authority with respect to purchase of the Unit, shall be solely of the Allottee(s) under this Agreement, and such

amounts are excluded from the computation of the Sale Consideration and the Additional Outgoings;

- V. The Promoter shall not accept payment by cash and/or deposit of cash in the designated account of the Promoter, and such payment shall not be deemed to be accepted, and shall continue to appear as outstanding against the Unit. The Promoter shall accept payments towards the Unit from the account(s) of the Allottee(s) and/or Joint Allottee(s) only. It is clarified that payments received from any third parties/non - allottee(s) may be returned to the remitter and such payment shall continue to appear as outstanding against the Unit. Payments will be accepted from Joint/Co - Allottee(s) accounts, demand draft payment from the bank where the Allottee(s) has taken a loan for the Unit, and guardian as per the application status, making a payment on behalf of a minor's booking. The Promoter shall not accept payments from third parties under the following criterion:
- a. Payments made by Allottee(s)' family member/friend (parents, siblings etc, save and except spouse);
 - b. Payments made by a Company on behalf of the Allottee(s) (where such Allottee(s) is a shareholder of such Company);
 - c. Individuals making payment on behalf of the company being the Allottee(s) (in case of Company booking);
- VI. The Allottee(s) is aware of the applicability of Tax Deduction at Source (TDS) with respect to 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;
- VII. The amounts mentioned as Additional Outgoings in Annexure H 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 fixed Common Area External Maintenance charges (hereinafter referred to as the “**CAEM Charges**”) as per the terms of this Agreement. The Allottee(s) shall be liable to pay both, the deposits and the expenses towards CAEM charges in accordance with this Agreement, time being of the essence;

- VIII. 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., if any, any new infrastructure charges and increase thereof for bulk supply of electrical energy and all/any other charges as mentioned under Annexure H 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 Promoter obtaining the necessary Completion Certificate in respect of the Unit, as and if applicable;
- IX. The Allottee(s) shall pay all charges and expenses with respect to formation of the Organization, including but not limited to professional costs of the Attorney-at-Law/Advocates of the Promoter, Share Money, Society formation and consultancy retainer fees etc. including, for preparing its rules, regulations and bye-laws, at any time as may be demanded by the Promoter;
- X. The Sale Consideration is escalation-free, save and except, any untoward increase in the price of raw materials, fittings, fixtures etc, due to any reasons beyond the control of the Promote such as Force Majeure and any such reasons mention herein, and further, escalations/increases/impositions due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/Local Bodies/Government from time to time, including but not limited to internal development charges, external

development charges, infrastructure development charges, premiums and/or all other charges, payments, surcharges, cess, taxes, levies, duties, etc. payable to the competent authority/Local Bodies/Government.

XI. In case of any financing arrangement entered by Allottee(s) with any Bank or Financial Institution with respect to the purchase of the Unit, the Allottee(s) undertakes and confirms to direct such Bank or Financial Institution to and shall ensure that such Bank or Financial Institution, disburses all such amounts and installments as mentioned in Annexure H, due and payable to Promoter, through an account payee Cheque/Demand Draft/Banker's Cheque, drawn in favour of such account as mentioned in Annexure F;

XII. 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 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 of the Unit, 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;

XIII. The Allottee(s) agree/s that an amount of Rs.____,00,000.00 (Rupees _____ Lakh Only) (hereinafter referred to as the "**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 (including the Allottee(s)' proportionate share of taxes levied by concerned local authority, Additional Outgoings, CAEM charges etc.) payable by him, and meeting the other obligations under this Agreement as provided in Annexure H. 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;

- XIV. The Allottee(s) irrevocably confirms that the Promoter may, at its sole discretion, waive in writing any breach by the Allottee(s) under this Agreement. It is expressly agreed by the Allottee(s) that, exercise of discretion by the Promoter in the case of any allottee of the units shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of any other allottee or for a subsequent breach. 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;
- XV. 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 may 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;

- XVI. 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(s), due and payable by the Allottee(s) to the Promoter under this Agreement (including his 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 with a period of fifteen (15) days from the date of such notice, 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;
- XVII. On such cancellation, the allotment/booking/agreement for the Unit shall stand immediately cancelled, and the Allottee(s) shall have no right whatsoever with respect to the Unit thereafter;
- XVIII. Upon cancellation of the allotment/booking 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/Earnest Money or the actual amount paid, whichever is higher, subject to a maximum of ___% 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 Agreement;
- d. All amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities;
- e. All amounts or amounts equivalent to benefits, discounts, rebate, concession, white goods (inclusive of taxes) etc. granted to the Allottee(s) by the Promoter in respect of the booking of the Allottee(s), irrespective of whether such benefits have been utilized by the Allottee(s) until the date of cancellation of the Unit;
- f. All amounts (including taxes) paid or payable as brokerage fee to any real estate agent, broker, channel partner, institution etc. by the Promoter in respect of the booking of the Allottee(s);
- g. All outgoings, deposit and other charges as specified in Annexure H paid till the date of issuance of the cancellation/termination letter, including amounts towards formation of Organization (as may be applicable);
- h. Administrative charges and/or such amounts incurred towards insurance by the Promoter in respect of the booking of the Unit;

XIX. 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;

- XX. 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 the Allottee(s) has availed of a home loan and mortgaged the Unit to any Bank/Financial Institution, such refund to the 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 the 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 Applicant/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;
- XXI. 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 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) waives his right to raise any objection or dispute in this regard;

XXII. The Allottee(s) hereby also covenants 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 the 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 lien herein on the Unit in the event any amounts are outstanding to the Promoter. The Allottee(s) further confirms that this clause shall be applicable even post possession of the Unit being handed over to the Allottee(s);

4. POSSESSION AND COMPENSATION

I. The Promoter shall endeavor to complete the construction of the Unit and obtain the necessary Completion Certificate in respect of the Unit, and further thereafter, hand over possession of the Unit to the Allottee(s), on or before the date specified in Annexure F (hereinafter referred to as the “**Date of Possession**”), subject to the Allottee(s) fulfilling and observing all its duties, obligations and responsibilities under this Agreement. Further, the Promoter shall endeavor to give possession of the Amenities to the Allottee(s), on or before the date specified in Annexure I (hereinafter referred to as the “**Time Schedule of Completion**”). The Date of Possession and the Time Schedule of Completion 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 completion of the Unit is delayed beyond the date as agreed hereinabove *inter alia* for any reason, and consequently, the handover of the possession of the Unit is delayed, the Promoter shall be entitled to an extension of 6 (six) months (hereinafter referred to as the “**Extended Duration**”) for completion of construction and handover of possession of the Unit;
- III. In the event of any delay in completion of construction of and consequently, 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 or any other reasons beyond the control of the Promoter, the Promoter shall intimate the Allottee(s) in writing, the reason for such delay, and further time period within which the completion and possession of the Unit shall be handed over the Allottee(s) (hereinafter referred to as the “**Revised Possession Date**”), and the Amenities (hereinafter referred to as the “**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 Promoter obtaining the Completion 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 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 (prevailing base bank rate of interest plus 2%) from the date of

receipt of installment of amounts paid towards the Sale Consideration only (excluding interest amounts (if any), towards 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 agreeable and has accepted the revised timelines, then in such an event, the Allottee(s) shall be entitled to seek simple interest as per applicable law (prevailing base bank rate of interest plus 2%) 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 the Completion Certificate of the Unit (hereinafter referred to as the "**Completion 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 said Unit. It is expressly clarified that no compensation shall be payable by the Promoter for any time period beyond the Completion 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 Completion Date.
- VI. Notwithstanding any of the provisions herein, the compensation for delay shall not be paid, and the Revised Possession Date and Revised Time Schedule of Completion shall be 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, epidemic, earthquake, lightning, tempest, riots, vandalism, terrorist attack, arson, general strikes, national emergencies, air-raids, pandemic, or any other calamity by nature affecting the regular development of the Project; and/or
- b. war, civil commotion or act of God; and/or
- 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, such as:
 - i. The non-availability or restricted supply of steel, cement, building materials, water, electricity, etc. whether due to transport or other strikes, stoppages, shortages, outages or other causes;
 - ii. Delays due to changes in any law/s or changes in the official planning-approval and completion certificate/procedures/requirements or due to the issuance/promulgation of any notice, act, law, statute, order, rule, notification by the public and local authorities or Court/s of law or Public Interest Litigation filed by person/s, N.G.O's, environmental protesters or delay/s in issue of occupancy and other completion certification by the concerned authorities or due to delay/s in sanction of electricity connection/s and/or water connection/s to the Unit/Project; where such delays are not a consequence of any act/s of commission or omission on the part of the Promoter or its agents;

- b. For the period of delay caused in getting snags, improvements, changes, 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 on which the Promoter obtains the Completion Certificate in respect of the Unit, 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 and/or actual handover 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;

IX. Possession of the Unit has not been handed over or secured under this Agreement, and shall be handed over only as per terms of this Agreement, and on signing of the Deed of Sale;

5. PROCEDURE FOR TAKING POSSESSION

- I. The Unit shall be considered as completed on the date of receipt of the Completion Certificate and further, shall be considered ready for use and

occupation on the date of receipt of the Occupancy Certificate (hereinafter referred to as the “OC”);

- II. The Promoter, after obtaining the Completion Certificate, shall forward a copy of the same to the Allottee(s), along with a copy of the application for OC duly made by the Promoter. Upon receipt of the Completion Certificate, the Allottee(s) shall clear all outstanding dues and keep deposited with the Promoter, all and any amounts due and payable under this Agreement, as may be mentioned in Annexure H and also pay the applicable GST, Value Added Tax, service tax and any other tax, levy, cess or any other charges levied by the statutory authorities in respect of the Unit (if applicable), from time to time to the Promoter, for construction and sale of the Unit;
- III. Upon the Allottee(s) making to the Promoter, all the payments due under this Agreement, and upon the Promoter obtaining the OC in respect of the Unit, the Promoter shall issue the Offer of Possession letter to the Allottee(s), requesting the Allottee(s) to take possession within such date as mentioned in the Offer of Possession letter. For the purposes of avoidance of doubt, it is clarified that the CAEM Charges shall commence from 10 (ten) 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 “**CAEM Commencement Date**”. In such cases that the unit/s are sold after the date of Offer of Possession, the CAEM charges for the Unit shall commence from the date on which the last installment of the consideration amount (excluding society, maintenance and equivalent charges) is payable as per the agreed terms of allotment, plus 10 (ten) days. The Allottee(s) agrees to pay the maintenance charges as determined by the Promoter or Organization, as the case may be;
- IV. 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 CAEM 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 CAEM 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 its 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. FIT OUT WORK

- 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 and in observance of all the rules, regulations and bye-laws framed by the local statutory bodies or Promoter/Organization applicable for commencement of interior fit out work in the Unit. The Allottee(s) further agrees that the same shall be used only as per the regulations and designs concerning the Unit and Project as approved by the competent authorities, 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 the requisite permission, if any, from competent authorities for the interior work in the Unit, and the Promoter shall not be responsible for the same. The Allottee(s) shall keep the Promoter informed about the status of the requisite permissions, if any;
- 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 and/or the Project, 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 the necessary rectification and restoration to the Unit or the Project (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) fail(s) 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/or the Project and/or the Project Land, 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, the Project or the Project Land;

- IV. After the possession, the Allottee(s) shall permit and shall be deemed to have granted a license to the Promoter/Organization, its surveyors and agents, with or without workmen, and others, including a 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 any part of the 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, and also for the purpose of laying, maintaining, repairing and restoring drainage and water pipes and electric wires and cables and for similar purposes. In case the Allottee(s) has failed to effect repairs despite dispatch of a notice of one week contemplated above, and the Promoter/Organization is constrained to effect repairs at its own cost, in that event, such cost shall be recovered from the Allottee(s). However, in case of exigency situations like fire, short circuits, leakages etc., the Allottee(s) authorizes 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 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 any part thereof. The Allottee(s) shall not harm or cause to harm or cause 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 doors 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/Organization. The Allottee(s) shall not carry out any changes, modifications or alterations to the internal structure of the Unit, without the express written consent of the Promoter/Organization. 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 said Project shall 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 “**Organization**”) to be known by such name as the Promoter may decide, for the purpose of external maintenance and general upkeep of the Project and Project Land. 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 7 (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, may 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 _____, areas and spaces in the Project and Project Land;
- III. The Promoter proposes to maintain the Amenities and upkeep the Project and Project Land, until the formation of the Organization (as may be applicable), or for a maximum period of 3 years from the CAEM commencement date, 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 his unequivocal consent for the same. For this purpose, the Promoter shall provide suitable provisions in the documents and deeds executed for the purpose of formation of the Organization;
- IV. The Promoter and/or the Maintenance Agency shall make provisions for payment of CAEM Charges as outgoings to the Organization for the purpose of maintenance of the Project and Amenities of the Project and Project Land;
- V. The Allottee(s) hereby agrees and confirms that from the CAEM 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), irrespective of whether the Allottee(s) is in occupation of the Unit or not, and irrespective if construction activity is continuing in adjacent _____ and infrastructure, facilities and Amenities are not fully completed. 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 CAEM 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 services, facilities, Amenities etc. also authorizes the Promoter/Organization 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 CAEM 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 CAEM Charges against such defaults. If due to such adjustments in the principal amount, the CAEM Charges falls below a certain amount, as informed by the Promoter/Organization and/or Maintenance Agency, then the Allottee(s) hereby undertakes 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 CAEM 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 increase within fifteen (15) days of demand by the Promoter/Organization and/or Maintenance Agency;

- VII. Upon the said 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 Promoter/Organization and/or Maintenance Agency in effectively keeping the Unit and Project secured in all ways. The Allottee(s) hereby agrees that for the purpose of security, the Promoter/Organization and/or Maintenance Agency shall be free to restrict the entry of visitors, which the security appointed by the Promoter/Organization and/or Maintenance Agency, feel suspicious. The Allottee(s) hereby agrees to abide by all the rules and regulations as may be framed by the Promoter/Organization and/or Maintenance Agency from time to time for the upkeep and maintenance of the Project and the Project Land. The Allottee(s) further agrees to sign and execute all and any documents forwarded to him by the Promoter including a Maintenance Agreement, if deemed necessary;
- IX. All application forms, declarations and other forms for the purpose of enrolling the Allottee(s) as a member of the Organization shall be duly signed and returned back to the Promoter as and when demanded;

8. CONVEYANCE:

- I. The Allottee(s) hereby acknowledges and agrees that the _____ are part of a development of the Project Land. Further the Promoter and the Land Owners would be conveying to and in favour of the Allottee(s), by way of a Deed of Sale, the Unit along with the proportionate undivided rights and share in the Project Land as demarcated in the approved plans, together with the Amenities and facilities provided therein;

- II. All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such Deed of Sale shall be borne and paid by the owners and allottees of the Villas;

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

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

- I. The Land Owners have a clear and marketable title with respect to the said Project Land, as declared in the Title Certificate annexed at Annexure D and the Promoter has the requisite and lawful 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 the 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 obtained from the competent authorities;
- III. The Land Owners and the Promoter state that there are no encumbrances upon the Project land and/or the Project;
- 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/or the Project Land;
- V. The Promoter confirms that the approvals, licenses and permits issued by the competent authorities with respect to the Project as mentioned in Annexure C are valid and subsisting. Further, all further approvals, licenses and permits to be issued by the competent authorities with respect to the Project shall be obtained/renewed by following the due process of law, and the Promoter has

been and shall, at all times, continue to be in compliance of all applicable laws in relation to the Project and the Project Land;

- VI. The Promoter and the Land Owners have the right to enter into this Agreement and have 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 and the Land Owners have 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 and Land Owners confirm that they are not restricted in any manner whatsoever from selling the Unit along with the proportionate undivided rights and share in the Project Land 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 Project Land) 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 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, and shall utilize the amounts only for the purposes for which they have been received;

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

The Allottee(s) or himself, with the intention to bring all persons into whose 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 Promoter/Organization, 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 or Promoter/Organization. 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 tenable 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, part or other structural members in the Unit, without the prior written permission of the Promoter and/or the Organization;

- V. Not to do or permit to be done any act or thing which may render void or voidable, any insurance of Unit, Project, Project Land or any part thereof, or whereby any increased premium shall become payable in respect of the insurance, if applicable;
- VI. 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;
- VII. The Allottee(s) shall not use the Unit in a 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;
- VIII. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter. The Allottee(s) shall sign and execute all other documents, agreements, etc. for the purpose of obtaining electricity, power back-up facility, etc. as and when required by the Promoter;
- IX. Upon creation/incorporation of the Organization, and unless agreed, the Promoter/Maintenance Agency shall thereafter be in no manner held responsible or liable for maintenance, upkeep, refurbishing or

replacement of the common equipment, if any, as the liability of the Promoter is limited to installation of the said equipments, if any, only for the first time;

- X. The Allottee(s) agrees 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;
- XI. The Allottee(s) agrees not to fix or install any window antenna on the roof or terrace or external façade of the Unit, except with the prior sanction of the Promoter/Organization and at places earmarked by the Promoter/Organization;
- XII. Pay to the Promoter within 15 (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 Unit and/or structure in which the Unit is situated;
- XIII. To bear and pay any 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 which it is sold;
- XIV. 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;
- XV. 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;

XVI. 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;

XVII. The Allottee(s) may obtain finance from any financial institution/bank or any other source for purchase of the Unit at his cost and responsibility. The Allottee(s) confirms that such finance/housing loan/mortgage from financial institution/bank for payment of installments of the Sale Consideration as set out hereinabove may be availed on the basis that no right or interest of the Promoter under this Agreement is affected on account of finance being obtained by the Allottee(s). The Allottee(s)' obligation to purchase the Unit pursuant to this Agreement shall not be contingent on the Allottee(s)' ability or competency to obtain such financing and the Allottee(s) will always remain bound under this Agreement. The Promoter shall not be responsible in any manner whatsoever if any bank/financial institution delays and/or refuses to finance the Unit on any ground or revokes the loan already granted. In case of any financing arrangement entered by the Allottee(s) with any financial institution with respect to the purchase of the Unit, the Allottee(s) undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such consideration amounts due and payable to the Promoter, through an account payee cheque/demand draft. Further, if any bank/financial institution refuses/makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then the Allottee(s) shall not make such

refusal/delay an excuse for non-payment of any installments/dues to the Promoter within the stipulated time as per the payment plan;

- XVIII. 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, the 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 the Allottee(s) shall not make such refusal/delay an excuse for non-payment of any installments/dues to the Promoter within the stipulated time as per the payment plan;
- XIX. It is mutually agreed between the Promoter and the Allottee(s) that the Promoter shall not be liable for repayment of loan amount or any part thereof availed by the Allottee(s). All costs associated with procurement of loan amount shall be borne by the Allottee(s) alone;
- XX. Notwithstanding any arrangement between the Allottee(s) and any Bank/Financial Institution, if any amount, including but not limited to cess, levies, fees, deposits, outgoing and maintenance charges, property taxes, value added tax, service tax, local body tax, works contract tax etc., remains un-paid/outstanding at any stage, then, in that event, the right of the Banks/Financial Institution shall remain subservient to the rights of the Promoter and the Promoter shall have the first charge on the Unit for the unpaid/outstanding amount including interest thereon;
- XXI. The Allottee(s) shall indemnify and keep indemnified the Promoter and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Promoter and its successors

and assigns may suffer or incur by reason of any action that such Bank/Financial Institution may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Allottee(s) of the terms and conditions governing the said loan in respect of the Unit;

- XXII. The Allottee(s) agrees and undertakes that the Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Unit by the concerned authorities due to non-payment by the Allottee(s) or any other unit holder or owner of their respective proportion of the taxes/outgoings payable to the concerned authorities, on account of default in making such payments;
- XXIII. The Allottee(s) hereby agrees and undertakes that he shall pay the insurance premium of the Unit and proportionate area of the Project, from such date as intimated and instructed by the Promoter, if applicable;
- XXIV. The Allottee(s) hereby agrees and undertakes that he shall maintain and upkeep the Unit and the Project, so that the Amenities may be well maintained;
- XXV. The Allottee(s) is aware that the Land Owners are the owners of the Project Land and the Promoter is constructing, marketing and selling the Villas in the Project;
- XXVI. The Allottee(s) is aware that tiles and natural stone are susceptible to staining and variations in shade and shall not make the Promoter be held liable in any manner whatsoever, for the same;
- XXVII. The Allottee(s) undertakes 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 to 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) fails to sign and execute the Agreement and/or Sale Deed within thirty (30) days from the date notified to the Allottee(s);

XXVIII. 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 Agreement are paid in full to the Promoter, and the Allottee(s) is not in breach of any of the terms and conditions of the Application Form and/or this Agreement for Sale; Any sale/transfer of the Unit after this time shall require written approval from the Promoter 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 Promoter, shall not be valid and not binding on the Organization and/or the Promoter, as the case may be;

XXIX. At any time after allotment of the Unit, subject to law, administrative fees of Rs.25,000.00 (Rupees Twenty Five Thousand Only) [taxes extra] shall be payable in case such nomination/transfer is in favour of the spouse or child, parents or brother or sister of the Allottee(s), and the Allottee(s) shall be solely responsible at his cost, for execution/registration of such

documents to effect such transfer, post approval of the Promoter. However, for such transfer, the permission from both the Joint Allottee/s is mandatory, if any. The Allottee(s) shall not assign, transfer, lease, sell, alienate, gift or part with possession of the Unit, without taking 'No Dues Certificate' from Promoter and/or the Maintenance Agency and/or the Organization regarding the maintenance charges payable;

- XXX. The Allottee(s) shall be entitled to the use and occupation of the Unit, subject to the terms and conditions contained in this Agreement and the Maintenance Agreement;
- XXXI. The Allottee(s) shall not put up any hoarding, name plates, signboards, graffiti etc., in place other than that demarcated and allotted by the Promoter;
- XXXII. The Allottee(s) shall carry out their interior works in the Unit only between the hours of 9 am to 1 pm and thereafter 4 pm to 6 pm on all working days and there will be no work allowed during any public holidays and Sundays;
- XXXIII. The Allottee(s) shall ensure that the Organization is at all times compliant with the Maintenance Agreement. The Allottee(s), with the other allottee(s) of the Villas, through the Organization shall at all times keep the annual maintenance contracts with regards to all the Common Areas and Facilities valid, and shall pay the amounts of annual maintenance contract and Maintenance Agreement as and when demanded by the Promoter/Maintenance Agency appointed. The Allottee(s) is fully aware that non-payments towards the annual maintenance contracts will adversely affect all the equipment installed by the Promoter in the Project and non-payment of maintenance charges shall also affect such maintenance of the general and safety equipment installed and shall ensure periodical renewal of the same and that same is kept in good condition, and also shall maintain necessary certificates, licenses, permits, permissions, insurance renewal thereof;

- XXXIV. The Allottee(s) agrees that he shall pay the charges as per the Maintenance Agreement regularly without any default. In the event of any default in payment by the Allottee(s), the Promoter/Organization/Maintenance Agency will be entitled to withdraw all or any of the services rendered under the Maintenance Agreement. The Allottee(s) is liable to pay all taxes, charges, duties, fees etc levied by the State or the Central Government on such charges as may be applicable. The Allottee(s) shall contribute to the sinking fund for any capital expenditure as provided in the Maintenance Agreement;
- XXXV. The Allottee(s) shall not install any additional tanks in the Unit;
- XXXVI. The Allottee(s) shall not in any manner obstruct or cause obstruction to any of the entries or exits of the Project or Project Land, or obstruct any open area meant to be retained as open space or obstruct free movement of vehicles including fire tenders, and such other vehicles required to ensure safety and statutory compliance;
- XXXVII. The Allottee(s) 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. Water Supply, Sewerage and Drainage Connection shall be made available from such source as may be provided or permitted by the competent authorities as mentioned in Annexure C;
- XXXVIII. It is agreed between the Promoter and the Allottee(s) that to ensure uniformity and minimal interference with structures, ducting, internal cabling etc. in the Project, it is agreed that the

Promoter/Organization/Maintenance Agency shall regulate the entry of telecom agency/services in the Project;

XXXIX. In the event, for any unforeseen reason whatsoever, the Promoter is unable to complete the development of the Project and the Project Land, the Promoter reserves its right to handover the Project in whole or in parts to any other entity, such as partnership firm, body corporate(s), whether incorporated or not, association or agency etc, as may be decided by the Promoter in its sole discretion after written intimation to Allottee(s) and the Allottee(s) agrees that he shall not raise any objection in this regard;

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 represent and warrant as follows:-

I. Mortgage and Charge

- a. The Promoter may have an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to the "**Said Banks**"), under which the Said Banks would grant a line of credit to the Promoter to facilitate development of projects undertaken and carried on by it, and as security for repayment of loans which may be advanced to the Promoter by the Said Banks, the Promoter creates or causes to be created mortgages/charges on the lands and construction thereon in favour of the Said Banks, and the securities created in favour of the Said Banks are substituted from time to time;
- b. The title deeds relating to the Project Land may be deposited with the Said Banks as security (along with other securities) for repayment of the loans already advanced, and which may be advanced hereafter by the Said Banks to the Promoter under the said line of credit arrangement;

- c. The Promoter specifically reserves the right to offer and to create charge on the Project (except the Unit) for obtaining development, construction and other finance from credit/financial institution, bank or other person/body that has already or may hereafter advance credit, finance or loans to the Promoter and Allottee(s) has given and granted his specific and unqualified consent and permission to the Promoter for doing the same. The Allottee(s) whenever asked in support of by the Promoter in this regard, shall give and grant to the Promoter, his specific, full, free and unqualified consent and permission for doing the same, and strict compliance of this condition on the part of the Allottee(s) shall be of the essence of allotment of the Unit. Failure on the part of the Allottee(s) to implement and comply with this essential condition will be treated as a breach of this Agreement, and the Promoter shall thereupon be entitled to cancel and terminate this Agreement;

II. Compliance

- a. The Allottee(s) shall comply with all the legal requirements as required for the purchase of immovable property, viz the Unit, as and when applicable. The Allottee(s) has specifically agreed with the Promoter that the allotment of the Unit shall be subject to strict compliance of code of conduct and rules that may be determined by the Promoter for occupation and use of the Unit and such other conditions as per the applicable laws and further, the Allottee(s) does hereby confirm and agree to abide by all the rules and regulations of the Promoter/Organization or Maintenance Agency. The Allottee(s) shall abide by all the laws of the land, local laws, rules, notifications etc., at all times, as may be applicable on the Unit and shall be solely responsible for the consequences of non-compliance of the rules and laws of the land, and any penalty imposed in case of the breach of the same, shall be borne by the Allottee(s) alone;

b. If the Allottee(s) is a resident outside India or having Non Resident Indian (NRI) or Persons of Indian Origin (PIO), or Overseas Citizen of India (OCI) status, such Allottee(s) clearly and unequivocally confirms that he shall be individually and solely responsible for compliance with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India (RBI) Act and Rules/Guidelines/Circulars made/issued there under, and all other applicable laws, including that of remittance of payments, acquisition/sale or transfer of immovable property/s in India. The Allottee(s) shall also furnish the required declaration to the Promoter in the prescribed format, with such permission/approvals/no objections to enable the Promoter to fulfill its obligations under this Agreement. In case any such permission is ever refused or subsequently found lacking by any statutory authority/Promoter, or in case of any implications arising out of any default by the Allottee(s), it shall be the sole liability and responsibility of the Allottee(s). The Promoter shall accept no responsibility in this regard and the Allottee(s) shall keep the Promoter fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Allottee(s), subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate in writing to the Promoter immediately and comply with all the necessary formalities, if any, under the applicable laws. In event of non fulfillment of the permission as mentioned above, the amount paid towards Sale Consideration paid will be refunded without interest, by the Promoter (excluding taxes) as per the cancellation process mentioned in this Agreement, and the allotment will be cancelled forthwith, and the Promoter will not be liable in any manner on such account. In case of Non-Resident Indians (NRI), Overseas Citizen of India (OCI) and Persons of Indian Origin (PIO), all refunds, if any, shall, however, be made in Indian Rupees, and the Allottee(s) alone shall be

liable to get all the necessary permission for getting the refund of the amount paid towards the Sale Consideration as mentioned above from the concerned authorities. In case of foreign remittance, the net amount credited to the bank shall be taken as amount received and necessary bank charges shall be borne by the Allottee(s). The date in which such credit is made to the bank account of Allottee(s) will be considered as date of payment and no other date. The Allottee(s) shall provide to the Promoter a copy of the SWIFT message to trace the remittance in India;

- c. The Allottee(s) declares and confirms that the monies paid/payable by the Allottee(s) under this Agreement towards the Unit are not involved directly or indirectly in any proceeds of a scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002 and rules/directions/orders enacted pursuant to the same, from time to time (collectively "**Anti - Money Laundering Regulations**"). The Allottee(s) authorizes the Promoter to give his personal information to any statutory authority as may be required from time to time. The Allottee(s) further affirms that the information/details provided herein is/are true and correct in all respects and nothing has been withheld, including any material facts within his knowledge. The Allottee(s) further un-equivocally agrees and confirms that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Anti-Money Laundering Regulations, then the Promoter shall at its sole discretion be entitled to cancel/terminate this Agreement. Upon such termination the Allottee(s) shall not have any right, title or interest in the Unit neither have any claim/demand against the Promoter. In the event of such cancellation/termination, the monies paid by the Allottee(s) shall be refunded by the Promoter to the Allottee(s), subject to the forfeiture clause and in accordance with the terms of the Application Form and Agreement, only after the Allottee(s) furnishing to the Promoter a no-

- objection/consent letter from the statutory authorities permitting such refund of the amounts to the Allottee(s);
- d. The Allottee(s) shall observe all the rules, regulations and bye-laws applicable to the allotment of the Unit and agrees that it will be used only as per the regulations and designs concerning to the Project as approved by the statutory authorities;
 - e. The Allottee(s) agrees and confirms that his right, title, interest in the Unit shall be limited to and governed by what is specified by the Promoter;

III. Un-Sold and Un-Allotted Units and Areas:

- a. It is agreed and understood between the Promoter and the Allottee(s) that the Promoter shall be absolutely entitled to hold and shall have absolute authority and control as regards the unsold units, unearmarked areas etc. in the Project;
- b. All unsold and/or un-allotted units, areas and spaces in the Project, including without limitation, parking spaces and other spaces and anywhere else in the Project and Project Land shall always belong to and remain the property of the Promoter at all times, and the Promoter shall continue to remain in overall possession of such unsold and/or un-allotted units, and shall be entitled to enter upon the Project Land and the Project to enable it to complete any unfinished construction work, and to provide amenities and facilities as the Promoter may deem necessary;
- c. Even after the Promoter developing the Project/Project Land, the Promoter shall continue to have a right to hold, let, sub-let, dispose of and/or otherwise deal with in any manner whatsoever, the remaining unsold/unallotted units in such manner as it thinks fit, and the sale proceeds thereof shall belong absolutely to the Promoter, and the purchaser/s and allottee(s) of such unsold/unallotted units shall be accepted as members of the Organization. Such purchaser/s and allottee(s) (including the Promoter) of such unsold/unallotted units in case

of such purchase, shall not be required to pay any transfer fees, charges, premium and/or donation and/or compensation and/or cost in any form whatsoever to the proposed Organization or any other entity, save and except the membership fee, share money and entrance fee per member for such remaining unsold units;

- d. The Promoter shall be entitled to enter in separate agreements with the owners, allottee(s) of different units in the Project, on terms and conditions decided by the Promoter in its sole discretion, and shall enroll the new allottee/s as member/s of the Organization;
- e. The Allottee(s) and/or Organization shall not claim any reduction in the Sale Consideration and/or any damage on the ground of inconvenience and/or nuisance or on any other ground whatsoever. Further, the Promoter shall not be liable to pay or contribute any amount on account of non-occupancy charges or for any other charges or fund provided for under the bye-laws, rules and regulations or resolutions of the Organization;

IV. Defect Liability:

- a. 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 CAEM 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;

- 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 Unit;
 - iv. Structural defects induced by Force Majeure situations of any kind, including but not limited to war, flood, Act of God, explosions of any kind by, terrorist, arson etc;
 - v. Structural defects occurring in the Unit or unit that has undergone civil renovations;
- c. In the event any damage due to normal wear and tear of whatsoever nature is caused thereto (save and except the defects as mentioned hereinabove) after the CAEM 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 cost and expense;
- d. Subject to the terms and conditions herein, and subject further, to the timely observance of the same by the Allottee(s), the Promoter undertakes to rectify the structural defects in the Unit, without further charge, for the period as contemplated under Section 14 (3) of the Act;

V. 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 units 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 Project Land. The Allottee(s) hereby expressly consents to the same;

VI. Show Unit/Sample Unit/Mock Up Unit:

- a. The Allottee(s) agree and understands that all the materials and fittings which are exhibited in the Show unit/Sample unit/Mock up unit, if any, may vary as to its make, colour, shade, shape and appearance from the ones provided in the actual Unit (the Unit) agreed to be constructed;
- b. The Allottee(s) agrees and understands that the interiors, furniture, kitchenette and fixtures in the Show unit/Sample unit/Mock up unit, if any,

are provided only to give a vision of a furnished unit as per the advice of the interior designer. The layout of the Show unit/Sample unit/Mock up unit, if any, may have been changed at some places as per the advice of the interior designer;

- c. The Allottee(s) also agrees and understands that the dimensions and the area of the Unit, which is agreed to be constructed, shall vary from this Show unit/Sample unit/Mock up unit, if any based on the floor, block and location of the Unit;

VII. Branding:

- a. It is agreed by the Allottee(s) that the name of the Project is “**KASU ZIRA**” and the name may be changed at the sole discretion of the Promoter only, and the Allottee(s) shall not be entitled to raise any objection to the same. Further the Organization to be formed shall also always bear the same name, and the Allottee(s) shall not subscribe to any change thereof;
- 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:

In the event, for any unforeseen reason whatsoever, the Promoter is unable to complete the development of the Project and the Project Land, the Promoter may at any time assign or transfer, 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, completes the payment of the Booking Amount 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 complete the payment of the Booking Amount as agreed upon herein, 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), if any, shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith 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 this 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 said Unit is Rs._____ and accordingly stamp duty at the rate of 2.9% amounting to Rs._____ 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 Unit, the Project and the Project Land 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. The Allottee(s) can assign, transfer, lease or part with possession of the Unit with the prior written consent of the Promoter/Organization. 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. The Allottee(s) undertakes that he shall not divide/subdivide the Unit in parts without the prior written consent of the Promoter, except the partitions, additions, and alterations

as provided in the Agreement. It is further agreed by Allottee(s) that he shall make sure that in the event the Unit is transferred/sold, or if the 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 the Promoter requires 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 the 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. 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 addition 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;

18. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

The Allottee(s) is fully aware and acknowledges, understands and agrees that the logo, the mark, designs, plans, and all other Intellectual Property Rights with the Promoter is the sole and exclusive property of the Promoter, and the Promoter has all the rights thereto and any use of the same without any limitation whatsoever and in any shape or form or in any manner whatsoever by the Allottee(s) or any other person, is expressly prohibited, and only the Promoter is entitled to the same and to use the same in any form, manner, for any products, and to exploit the same. In the event of violation of the Promoter's Intellectual Property Rights by the Allottee(s) in any manner, the Promoter, apart from injunctive relief will also be entitled to be compensated fully including but not limited to damages, all costs, charges and expenses incurred by the Promoter in protecting its rights;

19. RESERVATION OF RIGHTS

No forbearance, indulgence or relaxation or inaction by the Parties at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of the Parties to require performance of that provision. Any waiver or acquiescence by the Parties of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement;

20. AMENDMENT

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereto or any rights arising here from shall be valid or binding, unless made in writing and duly executed by both Parties;

21. COUNTERPARTS

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The Parties will be signing such counterpart.

22. INTERPRETATION

- I. Unless the context otherwise requires in this Agreement:
 - a. Any reference to any statute or statutory provision shall include all the current statutes, either state or central, their amendments, modifications, re-enactments or consolidation;
 - b. Any reference to the singular shall include the plural and vice-versa;
 - c. Any reference to the masculine, the feminine and the neutral gender shall also include the other;
 - d. The recitals, Annexures and Schedules annexed herein forms part of this Agreement, and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any Recitals, Annexures and Schedules to it;
- II. In case of ambiguities or discrepancies within the Agreement, the following shall apply:
 - a. Between two Articles of this Agreement, the provisions of the specific Article relevant to the issue under consideration shall prevail over general provisions in the other Articles;

- b. Between the provisions of this Agreement and the Appendices, the Agreement shall prevail, save and except as expressly provided in the Agreement or the Appendices;
 - c. Between any value written in numerical or percentage and in words, the words shall prevail;
- III. Reference to this Agreement or any other deed, agreement or other instrument or document shall be construed as a reference to this Agreement or such deed, other agreement, or other instrument or document as the same may from time to time be amended, varied supplemented or novated;
 - IV. Each of the representations and warranties provided in this Agreement are independent of the other, unless the contrary is expressly stated;
 - V. No Section in this Agreement limits the extent or application of another Section;
 - VI. Headings to clauses, parts and paragraphs of this Agreement, Annexures and Schedules are for convenience only and do not affect the interpretation of this Agreement;
 - VII. The words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
 - VIII. This Agreement is a joint draft of the Parties and any rule of statutory interpretation interpreting agreements against a party primarily responsible for drafting the agreement shall not be applicable to this Agreement;

23. PLACE OF EXECUTION:

- I. The execution of this Agreement shall be complete only upon its execution by the Promoter and the Allottee(s) and simultaneously with the payment of the Booking Amount as contemplated in the said Agreement.
- II. The Agreement shall be deemed to have been executed at Bardez – Goa.

24. COMMUNICATION:

- I. 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 / or 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(s) in address subsequent to the execution of this Agreement at the above address by Registered Post and/or 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;
- III. 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, which shall for all intents and purposes be considered as properly served on all the Allottee(s);

25. JURISDICTION, DISPUTE RESOLUTION 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 sought to be 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. If the disputes or differences between the Parties as mentioned above remain un-resolved post mutual discussions amongst themselves, the same shall be referred 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 mutually appointed. The seat of arbitration and arbitration proceedings shall be 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 Goa shall have exclusive jurisdiction;

THE FIRST SCHEDULE HEREINABOVE REFERRED TO

[Description of The Project Land]

A. All that **Plot No. 9** of the larger immovable property known as “D.JILL” or “REVERENCHEM BHAT”, situated at Verem, Reis Magos, within the limits of the Village Panchayat of Reis Magos, Taluka and Registration Sub – District of Bardez, District of North Goa, State of Goa, which larger property is found described in the Land Registration Office of Bardez under Nos. 7811 of Book B-21 (New) and No. 8447 of Book B-22 (New), enrolled in the Taluka Revenue Office of Bardez for Matriz under Nos. 5, 89, 121, 122, which Plot No. 9 admeasures an area of about 3671 sq mts, is surveyed under S. No. 79/3B of Village Reis Magos, and is bounded as follows:

East : by the road,
West : by the property bearing Survey No. 27/2 of Village Reis Magos,
North : by the property bearing Survey No. 79/1 of Village Reis Magos, and
South : by the property bearing Survey No. 79/3 of Village Reis Magos;

B. All that Plot No. 8 of the larger immovable property known as “D.JILL” or “REVERENCHEM BHAT”, situated at Verem, Reis Magos, within the limits of the Village Panchayat of Reis Magos, Taluka and Registration Sub – District of Bardez, District of North Goa, State of Goa, which larger property is found described in the Land Registration Office of Bardez under Nos. 7811 of Book B-21 (New) and No. 8447 of Book B-22 (New), enrolled in the Taluka Revenue Office of Bardez for Matríz under Nos. 5, 89, 121, 122, which Plot No. 8 admeasures an area of about 3671 sq mts, is surveyed under S. No. 79/3-D of Village Reis Magos; bounded as follows:

East : by the access road,
West : by the property bearing Survey No. 27 of Village Reis Magos,
North : by the property bearing Survey No. 79/3-B of Village Reis Magos,
and
South : by the plot No. 7 forming part of property bearing Survey No. 79/3 of Village Reis Magos.

The said 2 (two) properties described hereinabove, as a single, independent and distinct entity, admeasure an area of about 7342 sq mts, and is referred to as the **'Project Land'**

The Project Land described herein is more particularly depicted in the plan annexed herewith.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

[Description of The Unit]

ALL THAT residential unit, being _____ bearing No. ___ in the Project known as 'KASU ZIRA', (*shown as _____ in the Sanctioned Plan*) having a Carpet area of _____ square meters along with _____ car parking space/s in the basement with proportionate share in the Common Area of the Project (i.e. _____ square meters of super built up area), with the non-exclusive right to use and the Common Areas, Amenities and Facilities of the Project.

The Unit is bounded as follows:

East :

West :

North :

South :

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

RECEIPT AND ACKNOWLEDGEMENT:

The Allottee(s) has paid a sum of _____ 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 KASU ZIRA ESTATES LLP:

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:**

A. Signed and Delivered by the

Within named PROMOTER:

For KASU VANA LLP.

--	--	--	--	--

 (L.H.)

--	--	--	--	--

 (R.H.)

B. Signed and Delivered by the

Within named LAND OWNERS:

--	--	--	--	--

(L.H.)

--	--	--	--	--

(R.H.)

C. Signed and Delivered by the

Within named ALLOTTEE(S):

--	--	--	--	--

(L.H.)

--	--	--	--	--

(R.H.)

D. In Witness of:

1. **Name:** _____
Address: _____

Signature: _____
ID Document: _____

2. **Name:** _____
Address: _____

Signature: _____
ID Document: _____

ANNEXURE A

AUTHENTICATED COPY OF THE PLAN OF THE PROJECT LAND

ANNEXURE B

AUTHENTICATED LAYOUT PLAN OF THE PROJECT.

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, North Goa.	1. Ref No. 4/228/CNV/AC-III/2019/164 dated January 31, 2020 2. Ref No. 4/229/CNV/AC-III/2019/165 dated January 31, 2020
2	Technical Approval and Development Permission from the Town and Country Planning Department, North Goa.	1. Order bearing No. TPB/5737/RM/TCP-19/5084, dated April 8, 2019. 2. Order bearing No. TPB/5652/RM/TCP-2020/715, dated February 10, 2020;
3	Construction License issued by the Village	1. Ref. No. VP/RM/FConst/29/2019-20/1542, dated February 10, 2020.

	Panchayat of Assagao.	2. Ref. No. VP/RM/FConst/32/2019-20/1649, dated March 2, 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	----
	Access Road to the Project	Panchayat Road
	RERA Registration Number and Details	-

#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 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 to hold the Promoter responsible for the delay/non-provision of civic and infrastructure facilities by any authority.

ANNEXURE D

COPY OF THE TITLE CERTIFICATE.

ANNEXURE E

AUTHENTICATED COPY OF THE RERA REGISTRATION CERTIFICATE.

ANNEXURE F

DETAILS AND PARTICULARS OF THE UNIT

1.	Details of the Unit	_____ No. ____
2.	Project Name	KASU ZIRA
3.	Floor	NA
4.	Floor Plan of the Unit	Annexure G
5.	Layout of the Unit in the Project	Annexure B
6.	Carpet Area of the Unit (in sq mts)	_____
7.	Corresponding Super Built Up Area.	_____
8.	Exclusive Balcony Area (in sq mts) [If Applicable]	_____
9.	Exclusive Verandah Area (in sq mts) [If Applicable]	_____
10.	Exclusive Open Terrace Area (in sq mts) [If Applicable]	_____
11.	Number of Car Parking Spaces	---
12.	Car Parking Spaces Type and Number [Open or Covered]	Covered
13.	Exclusive Garden Area (in sq mts) [If Applicable]	
14.	Source of Funds [Self – Financed or Loan]	

15.	Whether Allottee is a Resident or Non Resident Indian	
13.	Sale Consideration of the Unit	
14.	Date of Possession^{##}	
15.	Payment Schedule	Annexure H
16.	Deposit, outgoings and other Charges	Annexure H
17.	Initial Token Amount / Application Money	
18.	Details of Payment of Initial Token Amount	NEFT Wire Transfer.
19.	Payments to be made in favour of: (In respect of the amounts as mentioned in Annexure I – A hereinbelow).	
20.	Additional payments to be made in favour of: (In respect of the amounts as mentioned in Annexure I – B hereinbelow).	
21.	Interest on delayed payments	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 G

AUTHENTICATED COPY OF THE FLOOR PLAN OF THE UNIT

ANNEXURE H

PAYMENT AND INSTALLMENT DETAILS

I – A) PAYMENT SCHEDULE AND DEPOSITS AND OTHER CHARGES

Sr. No.	Time Frame / Stage / Due Date	Amount Payable (INR)
--------------------	--------------------------------------	-----------------------------

1	Advance Paid / Application Money Received (Already Received)	
2.	On Execution of the present Agreement for Sale – 10% of the Consideration, less Application Money already received.	
3.	On Completion of Plinth – 25%	
4.	On Completion of 1 st Slab – 20%	
5.	On Completion of External Masonary and Roof Slab – 20%	
6.	On Completion of All Plaster and Tiling – 20%	
8.	On Completion Certificate – 5%	

1 – B) OTHER AMOUNTS DUE PER THE TERMS OF THIS AGREEMENT:

Stamp Duty: As Applicable at the time of Registration.

Registration Fee: As Applicable at the time of Registration

Infrastructure Tax – Rs._____.

Goods and Service Tax – As Applicable.

Electricity and Water Deposit / Infrastructure Fees: Rs._____

CAEM Fee: Fixed sum of _____

Society Formation Charges:Rs._____.

NOTE:

1. Time bound payment shall be payable as per the aforesaid schedule without need of any demand letter and/ or reminder from the Promoter.
2. 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.
3. 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.
4. 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, Swach 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 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).
5. 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.
7. 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 I

PART A – AMENITIES AND SPECIFICATIONS FOR THE UNIT AND PROJECT

1.	General Specifications	-
2.	Flooring and Cladding	-
3.	Common Area	-
4.	Kitchen	-
5.	Electrical	-
6.	Plastering and Painting	-
7.	Doors and Windows	-
8.	Bathroom Fittings and Accessories	-
9.	Generator Backup	-

PART B – AMENITIES IN THE PROJECT

Sr. No.	Amenities	Stage Wise Time Completion Schedule of Completion.
1.		Same as Possession Date of the Unit

2.		Same as Possession Date of the Unit
3.		Same as Possession Date of the Unit
4.		Same as Possession Date of the Unit
5.		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.

Note:

The following shall be deemed to be the Common Areas and Common Facilities

- _