

AGREEMENT FOR SALE

THIS AGREEMENT is made at Mapusa, on this day of 2018.

BETWEEN

1. **KAMAT REALTY**, a Partnership Firm, registered under the Indian Partnership Act 1932, having its office at _____, holding PAN Card No. AANFK1641G, represented herein by its Partner **MR ROHAN R. KAMAT**, son of Mr. Ramesh A. Kamat, 30 years of age, Indian National, resident of Miramar, Panaji, Goa, holding PAN Card No. ARKPK9377R, and Adhaar Card No. 288363761829, hereinafter referred to as the **PROMOTERS** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the partners of the said firm for the time being, their heirs, successors-in-title, legal representatives and assigns) of the **ONE PART**.

AND

- 2) **Mr./Mrs./Miss** _____, son/daughter of _____, _____ years of age, holder of PAN card bearing no. _____, Adhaar Card No. _____, and/or PIO/OCI card bearing no. _____, Email ID: _____; Ph.: _____, Indian Nationals, residents of _____, hereinafter referred to as the **ALLOTTEE/S** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his heirs, successors, legal representatives and assigns), of the **OTHER PART**.

WHEREAS:

1. There exists a property situated within the limits of city of Mapusa bearing Chalta No. 12 of P. T. Sheet No.112 of City Survey Mapusa, admeasuring 1038 sq. mts. as per survey records, which property is described in the Land Registration Records under Description No. 32987 of Book B-84 at page 191(reverse). This property is described in detail in Schedule No. 1 hereafter written and shall hereinafter be referred to as the SAID PROPERTY.
2. The VENDORS have represented to the PURCHASERS that the VENDORS are the lawful and exclusive owners of the SAID PROPERTY having acquired title to the same in the manner stated herebelow :

- i. As per the Land Registration Records, the SAID PROPERTY is found inscribed under Inscription No. 29013 of Book G-34 at page 44(reverse) in the names of (i) Sripada Atchuta Xete Calangutcar, widower, (ii) Crisna Atchuta Calangutcar also known as Crishna Atchut Xete Calangutcar or Mr. Crisna Atchut Calangutcar or Krishna Atchut Kalangutkar, married to Anjanim Crisna Xete Calangutcar also known as Savitri Krishna Calangutcar or Savitri Krishna Kalangutkar or Savitribai Crisna Calangutkar and (iii) Subhash Subraya Calangutcar, married to Mangala Subhash Calangutcar.

- ii. Vide Deed of Exchange dated 20th December 1980 registered under No. 406, Book No. I, Vol. 159 at pages 361 to 370 on 9/6/1981 in the Office of the Sub-Registrar of Bardez at Mapusa the aforesaid (i) Sripada Atchuta Xete Calangutcar, widower, (ii) Crisna Atchuta Calangutcar also known as Crishna Atchut Xete Calangutcar or Mr. Crisna Atchut Calangutcar or Krishna Atchut Kalangutkar and his wife Anjanim Crisna Xete Calangutcar also known as Savitri Krishna Calangutcar or Savitri Krishna Kalangutkar or Savitribai Crisna Calangutkar and (iii) Subhash Subraya Calangutcar and his wife Mangala Subhash Calangutcar allocated and mutually transferred among themselves the properties jointly owned by them, in pursuance to which the SAID PROPERTY came to be allotted to the said Crisna Atchuta Calangutcar also known as Crishna Atchut Xete Calangutcar or Mr. Crisna Atchut Calangutcar or Krishna Atchut Kalangutkar and his wife Anjanim Crisna Xete Calangutcar also known as Savitri Krishna Calangutcar or Savitri Krishna Kalangutkar or Savitribai Crisna Calangutkar.

- iii. The Crisna Atchuta Calangutcar also known as Crishna Atchut Xete Calangutcar or Mr. Crisna Atchut Calangutcar or Krishna Atchut Kalangutkar died on 29th November 1991 whereupon a Deed of Succession drawn on 15th December 1995 in the office of the Notary Ex Officio cum Sub-Registrar of Bardez at Mapusa at page 77V onwards of Book No. 781 of Notarial Deeds, his wife Anjanim Crisna Xete Calangutcar also known as Savitri Krishna Calangutcar or Savitri Krishna Kalangutkar or Savitribai Crisna Calangutkar was declared as his half sharer (moiety holder) and his only two children (daughters) viz. (i) Quixori alias Kishori Crisna Calangutkar also known as Kishori Xamsundora Neugi or Kishori Xamassundora Neugi or Quixori Alias Kishori Shyamsundar Neugi married

to Xamsundora Zairama Neogi also known as Xamassundora Zoirama Neugi or Xamassundora Alias Shyamasundar Zoirama Neogi and (ii) Bharati Crisna Calangutcar also known as Bharati Ramcrisna Xete Natecar or Bharati Ramkrishna Natekar i.e. VENDOR 1(a) herein married to Ramcrisna Xete Natecar also known as Ramkrishna Vassudev Natekar or Mr. Ramacrisna Xete Natekar i.e. VENDOR 1(b) herein were declared as his sole heirs.

- iv. Vide Deed of Relinquishment or Renunciation dated 15th June 2001 in the office of the Notary Ex Officio cum Sub-Registrar of Bardez at Mapusa at page 13V and 14V of Book No. 796 of Notarial Deeds, the said Quixori alias Kishori Crisna Calangutkar also known as Kishori Xamsundora Neugi or Kishori Xamassundora Neugi or Quixori Alias Kishori Shyamsundar Neogi and the said Xamsundora Zairama Neogi also known as Xamassundora Zoirama Neugi or Xamassundora Alias Shyamasundar Zoirama Neogi relinquished and released gratuitously, under Article 2029 of the Portuguese Civil Code still prevalent in Goa, all their undivided and illiquid rights which they had in the inheritance of the estate left behind by the said Crisna Atchuta Calangutcar also known as Crishna Atchut Xete Calangutcar or Mr. Crisna Atchut Calangutcar or Krishna Atchut Kalangutkar.
- v. Consequent to the above, the SAID PROPERTY DEVOLVED unto (i) Anjanim Crisna Xete Calangutcar also known as Savitri Krishna Calangutcar or Savitri Krishna Kalangutkar or Savitribai Crisna Calangutkar and (ii) Bharati Crisna Calangutcar also known as Bharati Ramcrisna Xete Natecar or Bharati Ramkrishna Natekar i.e. VENDOR 1(a) and Ramcrisna Xete Natecar also known as Ramkrishna Vassudev Natekar or Mr. Ramacrisna Xete Natekar i.e. VENDOR 1(b) herein in equal half shares.
- vi. The said Anjanim Crisna Xete Calangutcar also known as Savitri Krishna Calangutcar or Savitri Krishna Kalangutkar or Savitribai Crisna Calangutkar died on 2nd October 2002 and the requisite Deed of Succession consequent upon her death is in the process of being drawn.
- vii. In the meanwhile vide Deed of Relinquishment or Renunciation dated 15th June 2004 in the office of the Notary Ex Officio cum Sub-Registrar of Bardez at Mapusa at page 17V and 18 of Book No. 803 of Notarial Deeds, the said Quixori alias Kishori Crisna Calangutkar also known as Kishori

Xamsundora Neugi or Kishori Xamassundora Neugi or Quixori Alias Kishori Shyamsundar Neugi and the said Xamsundora Zairama Neugi also known as Xamassundora Zoirama Neugi or Xamassundora Alias Shyamasundar Zoirama Neugi relinquished and released gratuitously, under Article 2029 of the Portuguese Civil Code still prevalent in Goa, all their undivided and illiquid rights which they had in the inheritance of the estate left behind by the said Anjanim Crisna Xete Calangutcar also known as Savitri Krishna Calangutcar or Savitri Krishna Kalangutkar or Savitribai Crisna Calangutkar.

- viii. Pursuant to the above the SAID PROPERTY in its entirety got devolved unto the VENDORS and the VENDORS are thus the lawful and exclusive owners of the SAID PROPERTY free from all encumbrances, charges and claims.
 - ix. The VENDORS have filed Inventory Proceedings under No. _____ in the _____ Court at Mapusa to bring on records the devolution of the SAID PROPERTY unto the VENDORS.
 - x. The VENDORS have, in the meantime, completed the requisite mutation proceedings whereupon the names of the VENDORS stand recorded as the "NOW HOLDERS" in the Survey Records (Form D) relating to the SAID PROPERTY.
2. In pursuance to the negotiations between the VENDORS and the PURCHASERS, the VENDORS have agreed to sell the SAID PROPERTY and the PURCHASERS have agreed to purchase the SAID PROPERTY from the VENDORS for the consideration and as per the term and conditions.
 3. The PROMOTERS are entitled and authorised to construct buildings on the PROJECT LAND in accordance with the recitals hereinabove.
 4. The PROMOTERS are in possession of the PROJECT LAND.
 5. The PROMOTERS have put up a building project in the PROJECT LAND known as and hereinafter referred to as "KAMAT VISTA" comprising of a single building having a basement, 5 meter shop and 3 upper floors.

6. The PROMOTERS shall sell the apartments located in the said KAMAT VISTA on ownership basis as an immovable property, i.e. involving conveyance of such premises in the said KAMAT VISTA and/or the PROJECT LAND or undivided shares therein by way of execution and registration of requisite sale deed/s in the manner set out hereinafter.
7. The ALLOTTEE has approached the PROMOTERS with a desire to purchase an apartment bearing number _____ on the _____ floor in the said KAMAT VISTA (herein after referred to as the SAID APARTMENT) having a carpet area of _____ square meters and having the carpet area of balcony/ies exclusively attached to the SAID APARTMENT of _____ sq. mts., both worked out as defined under clause (K) of section 2 of the said Act. The Super Built up Area of the SAID APARTMENT is _____sq.mtrs. (including incidence of walls and all common areas such as staircase/s, lift/s, passage/s, etc.), corresponding Built up Area being _____ sq.mtrs. (including the incidence of walls). The SAID APARTMENT is described in detail in SCHEDULE III hereafter written and the specifications in accordance to which the SAID APARTMENT is built/to be built are set out in SCHEDULE IV hereafter written.
8. The PROMOTERS have appointed an Architect registered with the Council of Architects.
9. The PROMOTERS have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the PROMOTERS accept the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings. However, the PROMOTERS shall, in their discretion, have the right to remove and substitute the Structural Engineers and / or Architect until the said entire Project shall be completely developed.
10. By virtue of the PROMOTERS' ownership to the PROJECT LAND, the PROMOTERS have sole and exclusive right to sell the apartments in the said KAMAT VISTA constructed by the PROMOTERS on the PROJECT LAND and to enter into Agreement/s with the allottees of such apartments and to receive the sale consideration in respect thereof.
11. On demand from the ALLOTTEE, the PROMOTERS have given inspection and copies to the ALLOTTEE of all the documents of title relating to the PROJECT LAND and the plans, designs and specifications prepared by the PROMOTER'S Architects and of such other documents as are specified under the Real Estate (Regulation and

Development) Act 2016 (hereinafter referred to as the "SAID ACT") and the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the "SAID RULES") and Regulations made thereunder and the ALLOTTEE has acknowledged the receipt of the same.

12. The PROMOTERS have furnished authenticated copies of Certificate of Title issued by the advocate of the PROMOTERS, or any other relevant revenue record showing the nature of the title of the PROMOTERS to the PROJECT LAND on which KAMAT VISTA is constructed which title is to the satisfaction of the ALLOTTEE and the ALLOTTEE acknowledges receipt of the said documents.
13. The PROMOTERS have furnished to the ALLOTTEE the authenticated copies of the plans of the Layout as proposed by the PROMOTERS and as approved by the competent authorities and according to which the construction of the buildings are proposed to be provided for the said KAMAT VISTA have to be handed over to the ALLOTTEE/s. The same is hereby to the satisfaction of the ALLOTTEE/s and the ALLOTTEE/s has/have confirmed and acknowledged the same.
14. While sanctioning the said plans, concerned competent authorities and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the PROMOTERS while developing the PROJECT LAND and the said KAMAT VISTA and upon due observance and performance of which the completion or occupancy certificate in respect of the said KAMAT VISTA shall be granted by the concerned competent authority.
15. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
16. The ALLOTTEE/s has full knowledge of the terms and conditions contained hereinabove and in the documents recited herein. The PROMOTERS have made full disclosure to the ALLOTTEE/s as per law.
17. The ALLOTTEE/s having fully understood, prior to the execution of these presents, all the disclosures made by the PROMOTERS, hereby agree/s to purchase the SAID APARTMENT and the proportionate rights in the common general areas and common parking areas for a consideration of Rs. _____/-(Rupees _____

only) (which consideration includes the cost of proportionate undivided share in the PROJECT LAND) and agree/s to pay the same in accordance with the mode of payment set out in SCHEDULE V hereafter written and subject to the further terms and conditions hereafter appearing.

18. Prior to the execution of these presents, the ALLOTTEE has carried out independent due diligence and has satisfied himself fully as to the marketability of the title of the PROMOTERS to the PROJECT LAND and has fully satisfied himself as to the authority of the PROMOTERS to develop and sell the SAID APARTMENT and has paid to the PROMOTERS a sum of Rs. _____ (Rupees _____) only, being part payment of the sale consideration of the SAID APARTMENT agreed to be sold by the PROMOTERS to the ALLOTTEE as advance payment (the receipt whereof the PROMOTERS hereby admit and acknowledge) and the ALLOTTEE has agreed to pay to the PROMOTERS the balance of the sale consideration in the manner stipulated in SCHEDULE V hereinafter appearing.

19. The PROMOTERS have registered the Project KAMAT VISTA under the provisions of the Act with the Goa Real Estate Regulatory Authority under certificate no _____; authenticated copy is attached in Annexure 'A'.

20. Under section 13 of the said Act, the PROMOTERS is required to execute a written Agreement for sale of SAID APARTMENT with the ALLOTTEE, being in fact these presents and also to register this Agreement under The Registration Act, 1908.

21. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the PROMOTERS hereby agree to sell and the ALLOTTEE hereby agrees to purchase the SAID APARTMENT along with the covered parking (if such parking is allotted), subject to the terms and conditions set out hereinafter.

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

I. THE APARTMENT, AREA, CONSIDERATION AND PAYMENT TERMS :

1. The PROMOTER shall construct the said building project "KAMAT VISTA", consisting of Shop and 3 upper floors on the PROJECT LAND in accordance with the plans, designs and specifications as approved by the concerned competent authority from time to time wherever applicable. Provided that the PROMOTER shall have to obtain

prior consent in writing of the ALLOTTEE in respect of variations or modifications which may adversely affect the SAID APARTMENT of the ALLOTTEE except any alteration or addition required by any Government authorities or due to change in law and/or as set out in this agreement.

2. The ALLOTTEE hereby agrees to purchase from the PROMOTER and the PROMOTER hereby agrees to sell to the ALLOTTEE, the SAID APARTMENT viz. Apartment No. ____ on the ____ floor in the said KAMAT VISTA having a carpet area of ____ square meters and having the carpet area of balcony/ies exclusively attached to the SAID APARTMENT of _____ sq. mtrs., both worked out as defined under clause (K) of section 2 of the said Act, the corresponding Super Built up Area of the SAID APARTMENT being ____sq.mtrs. (including incidence of walls and all common areas such as staircase/s, lift/s, passage/s, etc. and the corresponding Built up Area being ____ sq.mtrs. (including the incidence of walls) as shown in the Floor plan thereof hereto annexed for the consideration of Rs. _____(Rupees _____ only) which includes, inter alia, the proportionate incidence of 1 car parking lot, common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in ANNEXURE **B** to this agreement.
3. The exact location car parking lot referred to in clause 2 above, if any, which is to be allotted to the ALLOTTEE shall be identified by the PROMOTER in due course of time, it being agreed that the PROMOTERS reserve the right to unilaterally change the location and/or the size/dimensions of the car parking lot if and to be so allotted.
4. The SAID APARTMENT shall be sold as an immoveable property by way of execution and registration of the requisite Deed of Conveyance, in the manner stipulated hereinafter.

II **EXCLUSIONS, MODE OF PAYMENT AND DEFAULT IN PAYMENT:**

5. The consideration stipulated in clause 2 above shall be paid, subject to clause Nos. 6 to 10 herebelow, as per the mode of payment as set out in SCHEDULE V hereafter written.
6. The above consideration is exclusive of sums paid or payable by the PROMOTER by way taxes, duties, cess, levies, charges, etc. which may be levied, in connection with the construction of and carrying out the said KAMAT VISTA or the SAID APARTMENT

payable by the PROMOTER up to the date of handing over the possession of the SAID APARTMENT and such sums shall be separately paid/reimbursed by the ALLOTTEE/s to the PROMOTER in the manner set out in this agreement.

7. Infrastructure Tax or any development/betterment charges or deposits if demanded by or to be paid to the Municipal Council or any other competent Authority shall be payable by all the premises owners of the said KAMAT VISTA, in such proportion as may be determined by the PROMOTERS. Upon receipt of intimation from the PROMOTERS for payment of such amounts from the ALLOTTEE shall, within the time limit stated in such intimation, pay the same to the PROMOTERS.
8. Any levy, duty, cess, or tax of any nature, including but not limited to GST, (Goods and Services Tax), VAT (Value Added Tax), etc., if levied or becomes payable by the PROMOTERS or on the project KAMAT VISTA or on individual flats in KAMAT VISTA including the SAID APARTMENT, shall be borne by the ALLOTTEE and accordingly, the amount of consideration mentioned in clause 2 above, shall stand increased to that extent. Upon receipt of intimation from the PROMOTERS for payment of such amounts from the ALLOTTEE shall, within the time limit stated in such intimation, pay the same to the PROMOTERS, notwithstanding the fact that the SAID APARTMENT, at that point of time, may have already been transferred unto the ALLOTTEE or its possession handed over to the ALLOTTEE.
9. Any taxes, charges or outgoings levied by the Municipality or any other competent authority exclusively pertaining to the SAID APARTMENT shall be borne by the ALLOTTEE, from the date of Occupancy Certificate, irrespective of whether the ALLOTTEE has/have taken the possession of the SAID APARTMENT or not.
10. The above consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/ takes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The PROMOTER undertakes and agrees that while raising a demand on the ALLOTTEE for increase in development charges, cost, or levies imposed by the competent authorities etc., the PROMOTER shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the ALLOTTEE, which shall only be applicable on subsequent payments.

11. The PROMOTER may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the ALLOTTEE on such terms and conditions as the parties may mutually agree upon. The provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to an ALLOTTEE by the PROMOTER.
12. The ALLOTTEE agrees to pay to the PROMOTER, interest as specified in the SAID RULES, on all the delayed payment which become due and payable by the ALLOTTEE to the PROMOTER under the terms of this Agreement from the date the said amount is payable by the ALLOTTEE(s) to the PROMOTER.
13. Without prejudice to the right of PROMOTER to charge interest in terms of clause 12 above, on the ALLOTTEE committing default in payment on due date of any amount due and payable by the ALLOTTEE to the PROMOTER under this Agreement (including his proportionate share of taxes levied by concerned local authority and other outgoings) and on the ALLOTTEE committing three defaults of payment of instalments, the PROMOTER shall at his own option, terminate this Agreement. Provided that, the PROMOTER shall give notice of fifteen days in writing to the ALLOTTEE, by Registered Post AD at the address provided by the ALLOTTEE and/or e-mail at the e-mail address provided by the ALLOTTEE, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the ALLOTTEE fails to pay the defaulted amount or to rectify the breach or breaches mentioned by the PROMOTER within the period of notice then at the end of such notice period, PROMOTER shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the PROMOTER shall refund to the ALLOTTEE (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to PROMOTER) within a period of sixty days of the termination, the instalments of sale consideration of the SAID APARTMENT which may till then have been paid by the ALLOTTEE to the PROMOTER and the PROMOTER shall not be liable to pay to the ALLOTTEE any interest on the amount so refunded.
14. If the ALLOTTEE commit/s default in observing and performing any of the terms and conditions of this Agreement, the PROMOTERS shall, without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of 30 (thirty) days. The termination shall become effective from the date of completion of the Notice period of 30 (thirty) days. Upon such termination, the PROMOTERS shall refund to the ALLOTTEE the amounts, if any, which may have till then been

paid by the ALLOTTEE to the PROMOTERS, but without any further amount by way of interest or otherwise.

15. On the PROMOTERS terminating this Agreement under this clause, the PROMOTERS shall be at liberty to allot and dispose off the SAID APARTMENT to any other person as the PROMOTERS deem fit, for such consideration as the PROMOTERS may determine and the ALLOTTEE shall not be entitled to question this act of the PROMOTERS or to claim any amount from the PROMOTERS.
16. Without prejudice to PROMOTERS' other rights under this Agreement and/or in law, the ALLOTTEE shall be liable to pay to the PROMOTERS, interest at such rate as is provided in the SAID ACT or the SAID RULES on all amounts due and payable by the ALLOTTEE under this Agreement, if any such amount remains unpaid for thirty days or more after becoming due and shall also be liable to pay to the PROMOTERS all costs and damages arising on account of such delay.
17. The PROMOTERS shall have a first lien and charge on the SAID APARTMENT, agreed to be sold to the ALLOTTEE, in respect of any amount payable by the ALLOTTEE to the PROMOTERS under the terms and conditions of this Agreement.
18. The ALLOTTEE authorizes the PROMOTER to adjust/appropriate all payments made by him under any head(s) of dues against lawful outstanding, if any, in his name as the PROMOTER may in its sole discretion deem fit and the ALLOTTEE undertakes not to object/demand/direct the PROMOTER to adjust his payments in any manner.

III AREA OF THE APARTMENT AND VARIATIONS IN PLANS/SPECIFICATIONS OF KAMAT VISTA/SAID APARTMENT:

19. The PROMOTER shall confirm the final carpet area that has been allotted to the ALLOTTEE after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the PROMOTER. If there is any reduction in the carpet area within the defined limit then PROMOTER shall refund the excess money paid by ALLOTTEE within forty-five days with annual interest at the rate specified in the SAID RULES, from the date when such an excess amount was paid by the ALLOTTEE. If there is any increase in the carpet area allotted to ALLOTTEE, the PROMOTER shall demand additional amount from the ALLOTTEE as per the next milestone of the Payment Plan. All these

monetary adjustments shall be made at the same rate per square meter as is worked out on the basis of area and price stipulated in Clause 2 of this Agreement.

20. The PROMOTER hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the SAID APARTMENT to the ALLOTTEE, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the SAID APARTMENT.

21. It is hereby agreed that the PROMOTERS shall, subject to the provisions of the Act, be entitled and are hereby permitted to as under and The ALLOTTEE hereby give/s his express consent to the same which consent shall be considered as consent in writing of the ALLOTTEE required by law:

- i. To make such variations and alterations in the building plans or in the layout/elevation of the building including relocating the open spaces/all structures/ buildings/Swimming Pool/ and/or varying the location of the access to the building as also identifying and or varying the location of such facilities, if and to the extent provided, like garbage/compost station or generator or such other facility, as the exigencies of the situation and the circumstances of the case may require.
- ii. To amalgamate the SAID PROPERTY with one or more adjoining properties and also to grant or to obtain access or right of way to or from such adjoining properties and/or to or from the SAID PROPERTY, if any. If and when construction comes up in such properties, adjoining the SAID PROPERTY, the same shall, at the discretion of the PROMOTERS, either form part of KAMAT VISTA or shall be a distinct project not connected with KAMAT VISTA.
- iii. To unilaterally revise the plans and/or specifications relating to (i) the exterior of KAMAT VISTA(ii) all common structures/ areas/ amenities in and around KAMAT VISTA, including adding/ modifying /deleting/relocating any such structures/ areas/amenities.

22. All plans for the said KAMAT VISTA have been prepared and approval(s)/construction licence(s) with respect to the same have been obtained, on the basis of the survey plans of the SAID PROPERTY and areas mentioned therein, and the PROMOTERS are expressly entitled to revise the plans/approval(s)/construction licence(s) based on actual site conditions, which shall be construed as final for all purposes.

23. In the event, on account of change in plans or for any other reasons, the built up area of the SAID APARTMENT is increased, the ALLOTTEE shall be liable to pay to the PROMOTERS for the extra area, at such rate as may be calculated by the PROMOTERS. Similarly if the built up area of the SAID APARTMENT is decreased, the PROMOTERS shall be liable to refund to the ALLOTTEE the amount corresponding to the differential area at such rate as may be calculated by the PROMOTERS.

24. The SAID APARTMENT shall be constructed in accordance with the specifications contained in Schedule No. IV hereafter written, it being agreed and understood that the PROMOTERS shall have the right to alter the specifications if and when such alteration becomes necessary. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or its equivalent or price range (if unbranded) to be provided by the PROMOTER in the said building and the SAID APARTMENT as are set out in Annexure **C** annexed hereto.

25. The PROMOTER hereby declares that the Floor Area Ratio available as on date in respect of the PROJECT LAND is 1038.0 square meters only. The PROMOTER has disclosed the Floor Area Ratio (FAR) of 1037.88 as proposed to be utilized by him on the PROJECT LAND for the said KAMAT VISTA and ALLOTTEE has agreed to purchase the SAID APARTMENT based on the proposed construction and sale of SAID APARTMENT to be carried out by the PROMOTER by utilizing the proposed FAR and on the understanding that the declared proposed FAR shall belong to PROMOTER only.

IV. DELIVERY, USE AND MAINTENANCE OF THE SAID APARTMENT:

26. Time is essence for the PROMOTER as well as the ALLOTTEE. The PROMOTER shall abide by the time schedule for completing the project and handing over the SAID APARTMENT to the ALLOTTEE and the common areas to the co-operative society, association or such other entity of the ALLOTTEES, hereinafter referred to as the ENTITY, after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the allottees having paid all the consideration and other sums due and payable to the PROMOTERS as per the agreement. Similarly, the ALLOTTEE shall make timely payments of the instalment as per the mode of payment set out in SCHEDULE V hereafter written and other

dues payable by him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the PROMOTER.

27. The PROMOTER shall give possession of the SAID APARTMENT to the ALLOTTEE on or before 15th day of November 2021, subject to an extension of further 6 months. If the PROMOTER fails or neglects to give possession of the SAID APARTMENT to the ALLOTTEE on account of reasons beyond his control and of his agents by the aforesaid date then the PROMOTER shall be liable on demand to refund to the ALLOTTEE the amounts already received by him in respect of the SAID APARTMENT with interest at the same rate as may mentioned in the clause 19 of this agreement from the date the PROMOTER received the sum till the date the amounts and interest thereon is repaid. Provided that the PROMOTER shall be entitled to reasonable extension of time for giving delivery of SAID APARTMENT on the aforesaid date, if the completion of building in which the SAID APARTMENT is to be situated is delayed on account of (i) war, civil commotion or act of God; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/ court; (iii) or such other circumstances beyond the control of the PROMOTER.
28. The PROMOTER, upon obtaining the occupancy certificate from the competent authority and the payment made by the ALLOTTEE as per the agreement, shall offer in writing the possession of the SAID APARTMENT, to the ALLOTTEE in terms of this Agreement to be taken within one month from the date of issue of such notice and the PROMOTER shall give possession of the SAID APARTMENT to the ALLOTTEE. The PROMOTER agrees and undertakes to indemnify the ALLOTTEE in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the PROMOTER.
29. The ALLOTTEE agree(s) to pay the maintenance charges as determined by the PROMOTER or association of ALLOTTEEs, as the case may be. The PROMOTER on its behalf shall offer the possession to the ALLOTTEE in writing within 7 days of receiving the occupancy certificate of the Project.
30. The ALLOTTEE shall take possession of the SAID APARTMENT within 15 days of the written notice from the promotor to the ALLOTTEE intimating that the said SAID APARTMENTS are ready for use and occupancy.
31. In the event, despite receiving a written intimation from the PROMOTER as per clause 28 of this agreement and after paying all amounts executing necessary

indemnities, undertakings and such other documentation as specified in this Agreement, the ALLOTTEE fails to take possession within the time provided in clause 28 above, such ALLOTTEE shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon.

32. From the date of the Occupancy Certificate for the respective premises, the responsibility/liability for maintenance of the premises (including the SAID APARTMENT) in KAMAT VISTA shall be of the respective allottee and the responsibility/liability with respect to the common amenities of KAMAT VISTA and looking after the upkeep thereof shall be the solely that of the respective allottee.
33. The PROMOTERS, upon giving the intimation as stated above, shall be deemed to have completed the SAID APARTMENT in accordance of this agreement and shall not be responsible in any manner whatsoever, if the ALLOTTEE delay/s the taking delivery of the SAID APARTMENT.
34. The PROMOTERS shall not incur any liability if they are unable to deliver the SAID APARTMENT by the date stipulated in clause 27 above, if the completion of the KAMAT VISTA is delayed by reason of non-availability of material/s or water supply or electric power/drainage/sewage connection or by reason of war, civil commotion or any act of God or if non-delivery is as a result of any notice, order, rule or notification of the Government and/or any court/forum and/or any other public or competent Authority or for any other reason beyond the control of PROMOTERS and in any of the aforesaid events, the PROMOTERS shall be entitled to reasonable additional extension of time for delivery of the SAID APARTMENT.
35. If for reasons other than the ones stipulated hereinabove, the PROMOTERS are unable to or fail to give delivery of the SAID APARTMENT to the ALLOTTEE within the date specified in clause 27 hereabove, or within any further date or dates agreed to by and between the parties hereto, then and in such case, the ALLOTTEE shall give notice to the PROMOTERS terminating this Agreement, in which event, the PROMOTERS shall, within 30 days from the receipt of such notice, refund to the ALLOTTEE the amounts, if any, that may have been received by the PROMOTERS from the ALLOTTEE in respect of the SAID APARTMENT without interest.

36. The PROMOTERS shall pay to the ALLOTTEE a sum of Rs.500/- (Rupees five hundred only) as liquidated damages in respect of such termination. Upon such termination, neither party shall have any other claim against the other in respect of the SAID APARTMENT or arising out of this Agreement and the PROMOTERS shall be at liberty to allot, sell and dispose off the SAID APARTMENT to any other person for such consideration and upon such terms and conditions as the PROMOTERS may deem fit.
37. If the PROMOTER fails to abide by the time schedule for completing the project and handing over the SAID APARTMENT to the ALLOTTEE, the PROMOTER agrees to pay to the ALLOTTEE, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the ALLOTTEE, for every month of delay, till the handing over of the possession.
38. The ALLOTTEE shall use the SAID APARTMENT only for the purpose of residence. The ALLOTTEE shall not carry out any acts or activities which are obnoxious, anti-social, illegal or prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the other premisesowners in the said KAMAT VISTA.
39. The ALLOTTEE shall, from the date of possession, maintain the SAID APARTMENT, the walls, partition walls, sewers, drains, pipes and appurtenances thereto, at his cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the SAID APARTMENT and/or common passages, or the compound or any other common areas, which may be against the conditions or rules or bye-laws of the Municipal Council or any other Authority and shall attend to and answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws.

V DEFECTS:

40. If within a period of five years from the date of handing over the SAID APARTMENT to the ALLOTTEE, the ALLOTTEE brings to the notice of the PROMOTER any structural defect in the SAID APARTMENT or the building in which the SAID APARTMENT are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the PROMOTER at his own cost and in case it is not possible to rectify such defects, then the ALLOTTEE shall be entitled to receive from the PROMOTER, compensation for such defect in the manner as

provided under the Act. In case the allottees carry out any work within the apartments after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining SAID APARTMENTS/s, then in such an event the PROMOTER shall not be liable to rectify or pay compensation. But the PROMOTER may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be and shall not be considered as defective work. Subject to the above, the ALLOTTEE, upon taking delivery of the SAID APARTMENT, shall have no claim against the PROMOTERS in respect of any item of work in the SAID APARTMENT which may be alleged not to have been carried out or completed.

VI FORMATION OF ENTITY:

41. The PROMOTERS shall assist the ALLOTTEE and the other allottees in forming a co-operative society or a company or an association or such other entity for owning and/or maintaining the SAID PROPERTY and/or KAMAT VISTA, which shall hereinafter be referred to as the "ENTITY".
42. The ALLOTTEE along with other allottees in the said KAMAT VISTA shall join in forming and registering and in obtaining the membership of the ENTITY to be known by such name as the PROMOTER may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the ENTITY and for becoming a member, including the Byelaws/Memorandum and Articles or such other document of the proposed ENTITY and duly fill in, sign and return to the PROMOTER within seven days of the same being forwarded by the PROMOTER to the ALLOTTEE, so as to enable the PROMOTER to register the common organisation of ALLOTTEE. No objection shall be taken by the ALLOTTEE if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
43. It shall be entirely at the discretion of the PROMOTERS to decide whether the premisesowners as to whether such ENTITY should be a Co-operative Society, a Limited Company, an Association of Persons or any other entity.

44. The ALLOTTEE and the persons to whom the SAID APARTMENT is let, sub-let, transferred, assigned or given possession of, shall be governed by and shall observe and comply with all the bye-laws, rules and regulations that may be laid down by the ENTITY from time to time and shall also be governed by the laws which may be applicable to the ENTITY.
45. The ALLOTTEE shall pay to the PROMOTERS such sum, presently worked out at Rs. 510/- and subject to revision, as may be called for towards membership of the ENTITY and towards allotment of shares in the ENTITY. Such sum shall be paid simultaneously on the date on which the amount payable upon handing over of the SAID APARTMENT falls due.
46. The ALLOTTEE shall be bound, from time to time to sign all papers and documents and to do all acts, deeds, and things as may be necessary from time to time, for safeguarding the interest of the PROMOTERS and of the other Premises Holders in KAMAT VISTA.
47. The PROMOTERS shall be in absolute control of those premises in KAMAT VISTA, which remain/s unsold. Should the PROMOTERS decide to retain any portion in KAMAT VISTA they shall join the ENTITY along with the other Premises Holders.
48. All papers pertaining to the formation of the ENTITY and the rules and regulations thereof as also all the necessary deed/deeds of Conveyance shall be prepared by the PROMOTERS or by the Advocate of the PROMOTERS.
49. All costs, charges, expenses, etc. including registration and any other expenses in connection with the formation of the ENTITY shall be borne by the ALLOTTEE and the other flat/shop/office premises/garage holders in such proportion as may be decided by the PROMOTERS and/or the ENTITY.

VII UPKEEP COMMON AMENITIES AND EXPENDITURE RELATING THERETO:

50. Within 15 days after notice in writing is given by the PROMOTER to the ALLOTTEE that the SAID APARTMENT is ready for use and occupancy, the ALLOTTEE shall be liable to bear and pay the proportionate share (i.e. in

proportion to the carpet area of the SAID APARTMENT) of outgoings in respect of the PROJECT LAND and the said KAMAT VISTA namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the PROJECT LAND and said KAMAT VISTA. Until the ENTITY is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the ALLOTTEE shall pay to the PROMOTER such proportionate share of outgoings as may be determined. The ALLOTTEE undertakes to pay the amounts set out hereinafter regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by ALLOTTEE shall be regarded as the default on the part of the ALLOTTEE and shall entitle the PROMOTER to charge interest on the dues, in accordance with the terms and conditions contained herein.

51. It is clearly agreed and understood that the responsibility/liability with respect to the common amenities of KAMAT VISTA is exclusively that of the ALLOTTEE (including the ALLOTTEE herein) of various premises in KAMAT VISTA and/or of the ENTITY.

52. Pending formation of the ENTITY and as an interim arrangement i.e. for a period mentioned hereinafter, the ALLOTTEE have requested the PROMOTERS to act on their behalf for the purpose of meeting the following expenditure concerning common amenities:

- i. Common water charges & Common electricity charges;
- ii. Upkeep of Swimming Pool, Gym, garden, etc. ;
- iii. Lift Maintenance charges;
- iv. Garbage collection/disposal;
- v. Maintenance of Generator Set;
- vi. Remuneration of attendants and watchmen;
- vii. Consumables for upkeep.
- viii. Such other amount as may be decided by the PROMOTERS at their sole discretion.

53. The period of interim arrangement referred to above, shall be for a maximum period of 12 months from the date the occupancy certificates for all the building

blocks of KAMAT VISTA are obtained, unless extended at the sole discretion of the PROMOTERS.

54. The ALLOTTEE' share in the above expenditure, calculated @ Rs. 20/- per sq. mts. of super built up area per month, for the entire period of 12 months mentioned above, shall be paid by the ALLOTTEE to the PROMOTERS in advance i.e. simultaneously on the date on which the amount payable upon handing over of the SAID APARTMENT falls due. The PROMOTERS shall have the liberty to increase the abovesaid rate of Rs. 20/-, if and when found necessary.
55. It is clearly agreed and understood by the ALLOTTEE that the PROMOTERS' responsibility during the above period shall be the payment of the above expenses only and the PROMOTERS shall not be responsible for any accidents or thefts occurring within the precincts of KAMAT VISTA.
56. It is further agreed and understood that the PROMOTERS shall, at their sole discretion decide to cease to act on behalf of the ALLOTTEE and discontinue to effect payment of the items mentioned in 52 above, from such date as the PROMOTERS may deem fit, after giving prior intimation of 30 days.

VIII AMOUNT TO BE PASSED ON TO THE ENTITY TOWARDS (i) DEPOSIT /SOCIETY FUND AND (ii) MEMBERSHIP FEES :

- ~~57. The ALLOTTEE has requested the PROMOTERS to take a sum of Rs. 5,75,000/- (Rupees Five Lakhs Seventy Five Thousand only) as deposit to be passed on to the ENTITY to enable the ENTITY to meet the expenditure towards upkeep of common amenities, in the manner stated hereinafter.~~
58. The amount so received by the PROMOTERS, shall be passed on to the ENTITY after its formation.
59. The deposit amount so held by the PROMOTERS, shall be paid by the PROMOTERS to the ENTITY within 3 months from the date such ENTITY is formed, after deducting expenses, if any, including the expenses pertaining to the formation of the ENTITY or execution and registration of the conveyance as detailed in this agreement and the expenses stipulated in this agreement, to the extent applicable. If, during this period, the ENTITY is not formed or the amount is not taken over by the ENTITY despite having been formed, the PROMOTERS shall open a Fixed Deposit Account in any local branch of State Bank of India or any other nationalized bank. The amount so held in Fixed Deposit along with accrued interest, shall be paid to the ENTITY, within 3

months from the date such ENTITY is formed, after deducting expenses, if any, including the expenses pertaining to the formation of the ENTITY or execution and registration of the conveyance as detailed in this agreement and the expenses referred to hereabove. Till the time the amounts so collected are held by the PROMOTERS without putting the same in a Fixed Deposit as stated herein, a notional interest, calculated at such rates as will be prevailing from time to time for Fixed Deposits of 1 year term of State Bank of India shall get accrued on such amounts and the PROMOTERS reserve the right to utilise this notional interest towards expenditure concerning common amenities as mentioned herein, which the PROMOTERS shall meet at the request of and on behalf of the allottee (including the ALLOTTEE herein) of the premises in KAMAT VISTA.

IX USE OF CERTAIN FACILITIES:

~~60. The ALLOTTEE shall be entitled to use the swimming pool, club house and such other recreational facilities, if and to the extent provided by the PROMOTERS, and such use shall be at the sole responsibility and risk of the ALLOTTEE or their family members and they shall abide by the rules and regulations framed by the PROMOTERS or the ENTITY for this purpose.~~

X TRANSFER:

61. Upon completion of the KAMAT VISTA, the PROMOTERS shall convey/get conveyed the SAID PORTION of the SAID PROPERTY or portion thereof and/or KAMAT VISTA in the name of the ENTITY. In the event the PROMOTERS are constructing or going to construct any building scheme/s in the remaining portion of the said property/properties or in the vicinity of the SAID PORTION of the SAID PROPERTY, the PROMOTERS shall have the discretion to convey/get conveyed the SAID PORTION of the SAID PROPERTY and/or KAMAT VISTA in the name of the ENTITY only after completion of the such scheme/s to be constructed on the remaining portion of the said property/properties or in the vicinity of the SAID PORTION of the SAID PROPERTY. PROVIDED however the PROMOTERS shall have the further discretion to convey/get conveyed the SAID PROPERTY or portion thereof and/or KAMAT VISTA in the name of the ENTITY before the completion of the Scheme.

62. In the event the ENTITY cannot be formed for any reason or the Conveyance cannot be executed in the name of the ENTITY, the PROMOTERS shall convey unto the ALLOTTEE the SAID APARTMENT and/or the undivided share of the portion of the SAID PROPERTY or the portion thereof on which KAMAT VISTA is constructed,

proportionate to the built up area of the SAID APARTMENT unto the ALLOTTEE, in such manner, as may be determined by the PROMOTERS.

XI REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

63. The PROMOTER hereby represents and warrants to the ALLOTTEE as follows:–

- i. The PROMOTER has clear and marketable title with respect to the PROJECT LAND as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the PROJECT LAND and also has actual, physical and legal possession of the PROJECT LAND for the implementation of the Project;
- ii. The PROMOTER has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the PROJECT LAND or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the PROJECT LAND or the said KAMAT VISTA;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, PROJECT LAND and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, PROJECT LAND and said building/wing shall be obtained by following due process of law and the PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, PROJECT LAND, Building/wing and common areas;
- vi. The PROMOTER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the ALLOTTEE created herein, may prejudicially be affected;
- vii. The PROMOTER has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any

person or party with respect to the PROJECT LAND, including the Project and the SAID APARTMENT which will, in any manner, affect the rights of ALLOTTEE under this Agreement;

- viii. The PROMOTER confirms that the PROMOTER is not restricted in any manner whatsoever from selling the said SAID APARTMENT to the ALLOTTEE in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed to the ENTITY, the PROMOTER shall handover lawful, vacant, peaceful, physical possession of the common areas to the ENTITY;
- x. The PROMOTER has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the PROMOTER in respect of the PROJECT LAND and/or the Project except those disclosed in the title report.

XII ALLOTTEE'S/ALLOTTEES' COVENANTS:

64. The ALLOTTEE/s or himself/themselves with intention to bring all persons into whosoever hands the SAID APARTMENT may come, hereby covenants with the PROMOTER as follows:—

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

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

(iii) To carry out at his own cost all internal repairs to the said SAID APARTMENT and maintain the SAID APARTMENT in the same condition, state and order in which it was delivered by the PROMOTER to the ALLOTTEE and shall not do or suffer to be done anything in or to the building in which the SAID APARTMENT is situated or the SAID APARTMENT which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the ALLOTTEE committing any act in contravention of the above provision, the ALLOTTEE shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

(iv) Not to demolish or cause to be demolished the SAID APARTMENT or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the SAID APARTMENT or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the SAID APARTMENT is situated and shall keep the portion, sewers, drains and pipes in the SAID APARTMENT and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the SAID APARTMENT is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the SAID APARTMENT without the prior written permission of the PROMOTER and/or the Society or the Limited Company.

(v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the PROJECT LAND and the building in which the SAID

APARTMENT is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

(vii) Pay to the PROMOTER within stipulated time limit of demand by the PROMOTER, all the amounts stipulated in this agreement or the amounts which will or may become payable by the ALLOTTEE, including his share of security deposit any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the SAID APARTMENT is situated.

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

65. (ix) The ALLOTTEE shall not let, sub-let, sell, transfer, assign or part with his interest under or benefit of this agreement or part with delivery of the SAID APARTMENT until all the dues payable by him to the PROMOTERS under this agreement are fully paid up and that too only if the ALLOTTEE has/have not been guilty of breach or non-observance of any of the terms and/or conditions of this Agreement and until he/she/they obtain/s the previous consent in writing of the PROMOTERS.

(x) The ALLOTTEE shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the SAID APARTMENTS therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The ALLOTTEE shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the SAID APARTMENT in the Building and shall pay and contribute

regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

XIII **GENERAL**

66. The ALLOTTEE confirm/s having taken inspection, to his full satisfaction, of the requisite documents of title to the SAID PROPERTY and of the plans/approvals/licence relating to the SAID APARTMENT and KAMAT VISTA.

67. Provided it does not in any way affect or prejudice the right of the ALLOTTEE in respect of the SAID APARTMENT, the PROMOTERS shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the SAID PROPERTY and/or in the KAMAT VISTA.

68. The ALLOTTEE shall be bound to sign all the papers and documents and do all the things and matters as the PROMOTERS may require from him from time to time in this behalf for safeguarding, inter alia, the interest of the PROMOTERS and the ALLOTTEE.

69. If at any time prior to the execution of the Deed of Conveyance and handing over the respective premises to the ALLOTTEE as stipulated in this Agreement, the Floor Area Ratio presently applicable to the SAID PORTION of the SAID PROPERTY is increased, such increase shall enure exclusively for the benefit of the PROMOTERS alone without any rebate to the ALLOTTEE.

70. The PROMOTER shall maintain a separate account in respect of sums received by the PROMOTER from the ALLOTTEE as advance or deposit, sums received on account of the share capital for the promotion of the Cooperative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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

72. After the PROMOTER executes this Agreement he shall not mortgage or create a charge on the SAID APARTMENT and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the ALLOTTEE who has taken or agreed to take such SAID APARTMENT.
73. Forwarding this Agreement to the ALLOTTEE by the PROMOTER does not create a binding obligation on the part of the PROMOTER or the ALLOTTEE until, firstly, the ALLOTTEE signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the ALLOTTEE and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the PROMOTER. If the ALLOTTEE(s) fails to execute and deliver to the PROMOTER this Agreement within 30 (thirty) days from the date of its receipt by the ALLOTTEE and/or appear before the Sub-Registrar for its registration as and when intimated by the PROMOTER, then the PROMOTER shall serve a notice to the ALLOTTEE for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the ALLOTTEE, application of the ALLOTTEE shall be treated as cancelled and all sums deposited by the ALLOTTEE in connection therewith including the booking amount shall be returned to the ALLOTTEE without any interest or compensation whatsoever.
74. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said SAID APARTMENT, as the case may be. This Agreement may only be amended through written consent of the Parties.
75. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent ALLOTTEEs of the SAID APARTMENT, in case of a transfer, as the said obligations go along with the SAID APARTMENT for all intents and purposes.
76. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or

deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

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

80. The ALLOTTEE and/or PROMOTER shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the PROMOTER will attend such office and admit execution thereof.

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

PROMOTER name
(PROMOTER Address)
Notified Email ID:

Name of ALLOTTEE
(ALLOTTEE's Address)
Notified Email ID:

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

82. That in case there are Joint ALLOTTEEs 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 to consider as properly served on all the ALLOTTEEs.

83. The charges towards stamp duty and Registration of this Agreement shall be borne by the ALLOTTEE.

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

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

86. The possession of the SAID APARTMENT has not been handed over to the ALLOTTEES.

SCHEDULE-I
(DESCRIPTION OF THE SAID PROPERTY)

All that property situated within the limits of city of Mapusa bearing Chalta No. 12 of P. T. Sheet No.112 of City Survey Mapusa, admeasuring 1038 sq. mts. as per survey records, which property is described in the Land Registration Records under Description No. 32987 of Book B-84 at page 191(reverse).

- On the East : By passage or way, now municipal road;
- On the West : By the property of Crisna Prabacar Casatear, now by Vasant Madeva Verang;
- On the North : By the plot of Zoirama Bicaji Neugi, now municipal lane, after which is the plot of the said Zoirama Bicaji Neugi; and
- On the South : By the plot of Sivaji Ganesh Mapxencar, now by motilal Bombi Bandecar.

And presently bounded as under:

- On the East: By municipal road;
- On the West: By plot bearing Survey No 18/113;
- On the North: By municipal lane and
- On the South: By the plot bearing Survey No. 13/112.

The SAID PROPERTY is shown delineated in red colour boundary line on the plan annexed hereto.

SCHEDULE II
(DESCRIPTION OF THE PROJECT LAND)

All that property situated within the limits of city of Mapusa bearing Chalta No. 12 of P. T. Sheet No.112 of City Survey Mapusa, admeasuring 1038 sq. mts. as per survey records, which property is described in the Land Registration Records under Description No. 32987 of Book B-84 at page 191(reverse).

On the East : By passage or way, now municipal road;
On the West : By the property of Crisna Prabacar Casatear, now
by Vasant Madeva Verang;
On the North : By the plot of Zoirama Bicaji Neugi, now municipal
lane, after which is the plot of the said Zoirama
Bicaji Neugi; and
On the South : By the plot of Sivaji Ganesh Mapxencar, now by
motilal Bombi Bandecar.

And presently bounded as under:

On the East: By municipal road;

On the West: By plot bearing Survey No 18/113;

On the North: By municipal lane and

On the South: By the plot bearing Survey No. 13/112.

SCHEDULE NO.III
(DESCRIPTION OF THE SAID APARTMENT)

Flat No. _____, admeasuring _____ sq. metres of super built up area (including the incidence of common areas such as staircases, passage and lifts), corresponding built up area being _____ sq.mts. and corresponding carpet area being _____sq.metres, on the _____floor, of KAMAT VISTA. The SAID APARTMENT is/are shown delineated in red boundary line in the plan annexed.

SCHEDULE NO.IV
(SPECIFICATIONS OF THE SAID APARTMENT)

The Structure:

It is a r.c.c. framed structure of columns, beams and slabs. The internal partition walls

will be brick masonry and the external walls will be brick/laterite masonry.

Plaster:

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

Flooring:

The flooring will be of vitrified tiles or equivalent. The average landing cost of the tiles at Rs.600/- per square metre. Toilet dado and floor will have ceramic tiles or equivalent. The average landing cost of the tiles will be Rs.600/- per sq.mtr.

Doors & Windows:

All doors will have teakwood frames or equivalent and flush/teak shutters or equivalent. Window frames and shutters will be of aluminum or UPVC equivalent.

Kitchen:

The Kitchen will have a cooking platform with black granite top. Stainless steel sink with single bowl with 45 cms. ceramic tiles or equivalent lining above the platform will be provided.

Internal Decor:

The walls and the ceiling will be painted with acrylic emulsion.

External Decor:

External walls will be painted with exterior acrylic emulsion.

Water Tanks:

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

Plumbing & Sanitary:

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

Electrical Installations:

The electrical wiring will be concealed. In the living cum dining room four light points, two fan points and three plug points will be provided. The bedroom will have two light points, one fan point and one plug point. Kitchen will have one light point, one 15 amps point and one 5 amps point. Toilets will have one light point each. One bell point will be provided.

General:

The ALLOTTEE shall obtain his/her electric connection from the electricity department. The requisite cost towards meter deposit/service charges and pro-rata share of cost of transformer and cabling upto meter box of Rs. 100,000/- shall be paid by the ALLOTTEE. This amount is subject to change. Any other cost incidental to electric connection shall be levied extra. The PROMOTERS shall only provide the ALLOTTEE with the required electrical test report to the effect that the work is executed as per Government regulations which is sufficient for obtaining electrical connection.

SCHEDULE NO.V
MODE OF PAYMENT
(SUBJECT TO CLAUSE/S ABOVE)

Total

Rs.

=====

IN WITNESS WHEREOF the parties hereto have set their hands on the day and year first hereinabove mentioned.

SIGNED AND DELIVERED) For KAMAT REALTY
by the withinnamed)
PROMOTERS at Mapusa in)
the presence of Witnesses)

(PARTNER)

PHOTOGRAPH OF _____

LEFT HAND
FINGER PRINTS

RIGHT HAND
FINGER PRINTS

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

Witnesses:

1. Name : _____ Signature _____

2. Name : _____ Signature _____

SIGNED AND DELIVERED)
by the withinnamed)
ALLOTTEE at Panjim in)
the presence of Witnesses)

PHOTOGRAPH OF _____

LEFT HAND
FINGER PRINTS

RIGHT HAND
FINGER PRINTS

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

Witnesses:

1. Name : _____ Signature _____

2. Name : _____ Signature _____

RECEIPT

Received of and from the ALLOTTEE above named the sum of Rupees
..... (Rupees _____ Only) on
execution of this agreement towards advance as stipulated in this agreement.

I say received.

The PROMOTER/s.