

Draft of Agreement for Sale

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

BETWEEN

M/S GIRIJA ESTATES PRIVATE LIMITED a Company incorporated under the Indian Companies Act 1956, holding PAN Card no. [REDACTED], having its office at Anand Vihar, S-6, Billao, Peddem, Mapusa, Bardez Goa, Email ID: info@girijaestates.com represented by its Director MR. SUDHIR REVANKAR,.....years of age, son of late Mr. Krishnanand Revankar, married, business, Indian National, holding PAN Card no., Aadhar card number.....Email id:....., mobile number,resident of House No. 42, Faj Housing Colony, Madel, Tivim, Bardez Goa, by Resolution datedhereinafter referred to as the **"Promoter"** (which expression shall unless the context does not so permit, include their respective legal representative, directors, heirs, nominees, agents, administrator, liquidator, receiver or permitted assigns of the firm) **of the one part.**

AND

(.....), Son/daughter of, Years of age, holding PAN Card no., Aadhar card number.....Email id:....., mobile no..... and son/daughter/wife of, Years of age, holding PAN Card no., Aadhar card number.....Email id:....., mobile no....., (both) Indian national(s), hereinafter (collectively) 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.**

There exists amalgamated property/ plots,surveyed under survey Nos. 4/21 and 4/22, admeasuring 1175 sq.mts and 1250 sq.mts respectively (both altogether admeasuring 2425 sq.mts), situated at Tivim Village of Bardez, North Goa, State of Goa, or thereabouts, for better particulars described in the Schedule I herein below and hereinafter forming an amalgamated and integrated plot referred to in this Agreement as the **"PROJECT LAND"**.

- A. M/S GIRIJA ESTATES PVT. LTD., a company incorporated and registered under the provisions of the Companies Act, 1956 and existing under the Companies Act, 2013, bearing Corporate Identification No. U70101GA2004PTC003686 and PAN Card no. [REDACTED], having its registered office at S-6, 7 & 8, Anand Vihar, Billao, Peddem, Mapusa, Bardez, Goa, came to be the owner of the Project Land by virtue of two sale deeds i.e. (a) Sale deed dated 26/06/2019 registered in the Office of the Sub Registrar of Bardez, bearing registration no. BRZ-1-1937-2019, Book-1, dated 03/07/2019 and (b) Sale deed dated 04/02/2020, bearing registration no.BRZ-1-510-2020, Book-1, dated 05/02/2020.
- B. The promoter M/S GIRIJA ESTATES PVT. LTD. being the sole and absolute owner of the Project Land, is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to and is in possession of the Project Land.
- C. The title of the Project Land has been authenticated by the solicitors of the Promoter. The title report issued by the Promoter's solicitors contains the complete recital of the title of the Promoter to the Project Land. There are no covenants affecting the Project Land; no impediments attached to the Project Land; no tenants in the Project Land; no encroachments on the Project Land; no permissions that affect the title to the Project Land; and no mortgage(s), lien(s) or charge(s) on the Project Land. The required permissions/ licenses and approvals for the construction and commencement of the Project obtained by the Promoter from the Dy. Collector, the Competent Authority (defined hereunder), the Village Panchayat of Tivim ("Local Authority") and all other concerned authorities have been verified by the Promoter. The Promoter is fully entitled and authorised to construct the Buildings/Project on the Project Land.
- D. The Promoter has appointed an Architect registered with the Council of Architects and has appointed a Structural Engineer for the preparation of the structural design and drawings/plans

of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the Project, however, until the Project is completely developed the Promoter shall have the right and be at liberty to remove and replace the Architect and/or the Structural Engineer with other similarly qualified professionals, if so required. While sanctioning the said drawings/plans, the concerned authority(ies) have laid down certain terms, conditions, stipulations and restrictions that are to be observed and performed by the Promoter while developing the Project Land and constructing the Project and only upon due observance and performance of which the Completion Certificate in respect of the Buildings shall be granted by the Competent Authority. The Promoter has accordingly commenced construction of the Project in accordance with the permissions/approvals, licenses and the sanctioned plans.

- E. The Promoter has duly registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Goa Real Estate Regulatory Authority at Panaji, Goa under no. _____ and an authenticated copy of the registration certificate is annexed hereto in Annexure 'A'.
- F. The Allottee(s) intend(s) to acquire a residence in ----- and accordingly applied for and was offered one of the apartments in the Project, viz. the apartment bearing no. __ on the ___ floor of the building no. ____ hereinafter referred to as the "**Apartment**" or by the abbreviation "**Apt.**". The Apt. has one covered /open car parking space attributable to it and constitutes an integral component of the Apt. The Area (defined hereunder) of the Apt. and standard specifications of the Apt. are described and specified in Schedules --- and ----- hereunder respectively. The Project is comprised of five buildings / blocks, each proposed to have one stilt level and four upper floors.
- G. On demand from the Allottee(s), the Promoter has given inspection and handed over to the Allottee(s) a dossier containing authenticated copies of the documents of title relating to the Project Land, the title report of the Promoter's Solicitors; the plans, designs and specifications prepared by the Promoter's Architect; the permissions/approvals and license obtained from the competent authorities and Local Authority and other relevant documents relating to the Project Land as specified under the Applicable Law(s); the certificate of registration of the Project by the Goa Real Estate Regulatory Authority and other documents as listed in Annexure 'A' herein below. The layout/site plan of the Project and the Apt. agreed to be purchased by the Allottee(s), as sanctioned and approved by the Competent Authority have been depicted in the plans annexed and marked as Annexure 'B' and the specifications of the Apt. and the Buildings are as specified in Schedule IV herein below. The Allottee(s) has/have, by executing this Agreement, acknowledged receipt from the Promoter of the aforesaid dossier and has/have confirmed that he/she/they has/have independently satisfied himself/herself/themselves that the Promoter's title to the Project Land is clear and marketable; that the Promoter has the sole and exclusive right to develop the Project Land, to construct the Project; and to sell or otherwise dispose of the apartments and to receive the sale consideration in respect thereof; and that the Promoter has duly obtained the required permission from the Competent Authority and the Construction License from the Local Authority; and that the Project is registered with the Goa Real Estate Regulatory Authority.
- H. The Allottee(s) has/have requested to treat the monies already paid by the Allottee(s) as advance payment towards the purchase consideration (the payment and receipt whereof the Promoter has acknowledged separately) and the Allottee(s) has/have agreed to pay to the Promoter the remainder of the purchase consideration in the manner specified herein.

- i. The Allottee(s) has/have full knowledge and understanding of the terms and conditions contained herein and in the documents referred to herein. In compliance with Applicable Law(s) (defined hereunder) the Promoter has made full and true disclosure to the Allottee(s) about the Project Land, the Project and the Apartment and the Allottee(s) after having acquainted and satisfied himself/herself/themselves with all the facts and having fully understood and accepted all these disclosures and the requirements of Applicable Law(s) has/have entered into this Agreement. The Promoter is required to execute a written agreement for sale of the Apt. with the Allottee(s) being these presents and also co-operate with the Allottee(s) to register under the Registration Act, 1908 (Central Act 16 of 1908).
- j. Now therefore the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations as contained in herein, have reduced in writing the terms and conditions appearing hereinafter and have entered into this Agreement.

NOW THIS AGREEMENT WITNESSETH AS UNDER
ARTICLE 1
DEFINITIONS & INTERPRETATIONS

1.1 The Recitals, Schedules, Appendices, Plans and Annexures in and to this Agreement form an integral part of this Agreement, and in the interpretation of this Agreement shall be read and construed in its entirety along with the Recitals, Schedules, Appendices, Plans and Annexures.

1.2 The descriptive headings, titles, captions, bold typeface and grouping of Articles, Sections, provisions and Clauses contained in this Agreement are used solely for convenience of reference and are only indicative in nature and shall in no way affect the construction of this Agreement or define, limit, categorize, amplify or describe the scope, interpretation or intent, of any term, condition, covenant or provision of this Agreement, or the intent of any provision hereof.

1.3 The use of words in the singular shall include references to the plural, and vice-versa, and any reference to any one gender, masculine, feminine or neuter includes the other two and the singular includes the plural and vice versa, unless the context otherwise requires. The Promoter and the Allottee(s) are collectively referred to as the "**Parties**" and individually as the "**Party**".

1.4 The terms "herein", "hereof", "hereto" or "thereof" and "hereunder" and any other similar terms and expressions shall refer to this Agreement and not to any particular provision/clause of this Agreement in which the term is used, unless the subject or context otherwise requires;

1.5 References to "Recital", "Articles", "Schedule", "Clause", "Plan", "Appendix" or "Annexure" shall mean and refer to the specified Recital of, Schedule to, Appendix, Plan, Clause of and Annexure to, respectively, contained in, or annexed to, this Agreement (as the case may be).

1.6 Unless the context otherwise implies, the expressions used herein shall have the respective meanings assigned to them and any grammatical form of a defined term herein shall have the same meaning as that of such term.

1.7 Unless the subject or context otherwise requires, the words "including" and "includes" herein shall mean "including, without limitation" and "includes, without limitation", respectively.

1.8 The word “amendment” includes a supplement, modification, novation, replacement, or re-enactment, and the term “amended” is to be construed accordingly unless the subject or context otherwise requires.

1.9 When any number of days is prescribed in any document, the same shall be reckoned excluding the first and inclusive of the last day.

1.10 Wherever the Allottee(s) has/have confirmed, and/or accepted, and/or acknowledged, and/or agreed to, and/or given any undertaking in respect of, any act, deed, matter, thing, item, action, or term or provision of this Agreement, the same means, and shall be deemed to mean the irrevocable and unconditional confirmation, acceptance, acknowledgement, agreement, undertaking, declaration, representation and warranty on the part of the Allottee(s), in respect of and/or in relation to such act, deed, matter, thing, item, action, or provision.

1.11 “**Applicable Law(s)**” means and includes all statutes, laws, rules, regulations, by-laws, ordinances, judgments and orders, approvals, permissions and sanctions, Government resolutions, notifications, zoning laws, directives, guidelines, policies, requirements, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, as may be issued, or imposed, or required, or mandated, in any manner by any concerned authorities, or courts of law, or judicial or quasi-judicial bodies or authorities, and as are, or may be, in force from time to time and/or that are applicable to the Project Land and/or the Project and/or govern the activities, transaction and matters specified herein and the contract created hereby. References to laws, rules or regulations, or to any provision/s thereof, shall include references to any such law, rules and regulations as they may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation, including rules or regulations, made from time to time under that provision.

1.12 “**Plans**” means and includes the plans, drawings and layout as currently approved and sanctioned by the Competent Authority and the plans, drawings and layouts as may, from time to time, be submitted by the Promoter at its discretion, in respect of the Project and/or any part thereof and/or as may be sanctioned and approved from time to time in respect of the Project together with any amendments, alterations, modifications, additions, extensions, renewals, etc. in respect thereof as the Promoter may consider necessary and expedient, at its discretion, and/or as required by the Competent Authority and permissible under Applicable Law(s).

1.13 “**Competent Authority**” means the Town & Country Planning Department, North Goa district office, the planning body established by the State Government that has powers to sanction and approve the development of the Project Land.

1.14 “**Common Areas**” means and includes the land under the Project, all services/facilities, lifts, lift lobbies, stairwells, staircase landings, exits of buildings and common entrances, the footings, RCC structures and main walls of the buildings, podium, staircase columns, the elevator rooms in the buildings, common sullage/drainage/sumps, motors, pumps, STP, fans, compressors, ducts, central services, water, electrical lines, power backup generators, water storage tanks, electrical meters, wiring connected to the common lights, elevators and pumps; but excludes the covered / open car parking spaces.

ARTICLE 2

PAYMENTS BY THE ALLOTTEE(S)

2.1 **ALLOTTEE(S)**: The Allottee(s) agree(s) subject to the terms and conditions herein, to purchase the Apt. from the Promoter. The amount agreed to be paid by the Allottee(s) to the Promoter as purchase consideration is specified in Schedule III below and shall be paid in the manner prescribed therein.

2.2 **PROMOTER:** The Promoter agrees, subject to the terms and conditions herein to construct the Project in accordance with the Plans sanctioned by the Competent Authority and to put the Allottee(s) in possession and ownership of the Apt. on completion of its construction.

2.3 **ESSENCE:** Time is of the essence in respect of the performance by the Promoter as well as the Allottee(s) of his/her/their/its obligations, including financial obligations. If any time period specified herein is extended in writing by the Promoter, at its discretion, such extended time period shall also be of the essence. The Promoter shall abide by the date specified herein for completing the Project and handing over the Apt. to the Allottee(s) and the Common Areas and Amenities to the Entity, subject to the Allottee(s) having paid the purchase consideration in full and other sums due and payable to the Promoter under this Agreement. Similarly, the Allottee(s) shall make timely and punctual payments of all instalments and other dues payable by him/her/them and meet the other obligations under the Agreement. If the Promoter fails to abide by the time schedule for completing the Project and handing over the Apt. to the Allottee(s), the Promoter agrees to pay to the Allottee(s), who does/do not intend to withdraw from the Project, interest as specified in clause 2.8 herein below, on all the amounts paid by the Allottee(s), for every month of delay, till the handing over of the possession. If the Allottee(s) fail(s) to abide by the Stage Payment Schedule in Schedule III(A)1(c) hereinbelow, the Allottee(s) agree(s) to pay to the Promoter, interest as specified in clause 2.8 herein below, on each of the instalments which become due and payable by the Allottee(s) to the Promoter under the terms of this Agreement, such interest being computed with effect from the date specified under the Applicable Law(s).

2.4 **MODE OF PAYMENT:** At least 15 days prior to the completion of each of the stage(s) of work specified in Schedule III(A)1(c), the Promoter shall send a demand notice to the Allottee(s) informing him/her/them in advance of the date on which the stage of construction is expected to be completed. All payments to be made to the Promoter in the manner specified herein shall be made punctually by the Allottee(s) and remitted to the Promoter 3 working days before the expected date of completion of the stage of work. The number and/or quantum of instalments of payment specified in Schedule III(A)1(c) may vary as provided for therein. The Allottee(s) shall be independently and solely responsible to send each payment on time to the Promoter, taking into account possible bank-related delays and holidays. All the amounts specified herein shall be paid in full by the Allottee(s) and net of bank/ transfer charges. The Allottee(s) authorize(s) the Promoter to adjust and appropriate, as the Promoter may in its sole discretion deem fit, all payments made by him/her/them under any head(s) of dues against any lawful outstandings in his/her/their name and the Allottee(s) undertake(s) not to object to the same or require/direct the Promoter to adjust his/her/their payments in any alternate manner. All payments shall be made by the Allottee(s) on or before the due dates for payment thereof and/or as demanded by the Promoter, without any delay, demur, default, dispute, or deduction, whatsoever.

2.5 **HOME LOAN:** If the Allottee(s) intend(s) to avail of a home loan from any bank, housing finance institution or other lender (hereinafter referred to as the "HFI") in order to purchase the Apt. the Allottee(s) alone shall be liable and responsible for obtaining the sanction/approval of the loan on time so as to ensure that all payments are made punctually within 3 working days of the demand notice. The Allottee(s) alone shall be responsible and liable for all delays by the HFI in processing or sanctioning the loan and the timely processing, disbursement(s), release of payments / instalments by the HFI to the Promoter. Notwithstanding all that is stated herein it shall always be obligatory on the part of the Allottee(s) to pay the installments of the consideration amount as and when due under the terms of this Agreement and the Allottee(s) shall duly and promptly pay the installments of the consideration amount irrespective of the fact that the Allottee(s) has/have applied for the loan to the HFI and further irrespective of the fact that the said loans are under process or sanction thereof is awaited or the loan application has been/is rejected. The Allottee(s) shall not be permitted to raise any contention in respect of his failure to pay the instalments of the

consideration amount on time and on the due dates on the basis that the Allottee(s) has/have applied for loan to the HFI and that the same are under process of disbursement or that the loan application of the Allottee(s) has been/is rejected. In the event of the failure of the Allottee(s) to pay the instalments of the consideration amount, the Promoter shall be entitled to enforce its rights herein.

2.6 DEFAULT: If the Allottee(s) delays, or commits any default in payment of any of the instalments (including his/her/their proportionate share of taxes levied by the competent authorities and other outgoings) specified in Schedule III(A)1(c) hereunder to the Promoter or the HFI within 3 working days of the demand notice and/or the Allottee(s) commit(s) a default or breach in observing and performing any of the terms and conditions of this Agreement, such default shall be considered a terminable default and the Promoter shall, without prejudice to their right to charge simple interest under this Agreement on the delayed/defaulted instalment, be at liberty to terminate this Agreement at its option but only after giving to the Allottee(s) 15 days prior notice either by Registered Post AD at the address provided by the Allottee(s) or e-mail at the e-mail address provided by the Allottee(s), of the Promoter's intention to do so and of the specific default(s) or breach(es) of the terms and conditions by reason(s) of which such termination is intended and only if the Allottee(s) does not cure the/these default(s) or breach(es) within 15 days of the receipt of such notice. If the Allottee(s) refuse(s) to accept the notice, the date of attempted delivery by the postal authorities shall be deemed to be the date of despatch of the notice by Registered Post AD or by e-mail for the purpose of computing the 15-days period.

2.7 CONSEQUENCES OF DEFAULT: In the event of the Allottee's(s') failure to effect the cure of the default as aforesaid within the specified period and pay simple interest under this Agreement on the delayed/defaulted instalment, the Promoter shall be entitled to terminate this Agreement. Upon termination of this Agreement by the Promoter in event of default by the Allottee(s), the Promoter shall process the refund to the Allottee(s) of the moneys which may till the date of termination have been paid by the Allottee(s), subject to adjustments and recovery of the amounts specified hereunder and in the manner stated herein:

2.7.1 The refund shall be made as soon as the Promoter receives the booking amount from a new allottee of the Apt. or within 60 days of the termination, whichever is earlier, without any interest, compensation or claim for any damage or costs, charges and expenses whatsoever and after the execution and registration by the Allottee(s), at his/her/their costs, of a deed of cancellation in favour of the Promoter, if so required.

2.7.2 Notwithstanding anything contained above and subject to clause 2.7.1 above, the Promoter is entitled and hereby authorized to deduct the following amounts from the sum to be refunded, viz. (a) termination fee, if any, that the Promoter may levy at its discretion to recover the direct costs of the termination including the documentation charges, costs of remarketing of the Apt. and other expenses; (b) commission/ brokerage paid by the Promoter to the real estate agent, if any, who introduced the Allottee(s) to the Promoter or served as broker/ intermediary of or on behalf of the Allottee(s) and who fails to refund the commission/brokerage that was paid to them by the Promoter; and (c) all taxes and statutory impositions that may have been paid by then to the concerned authorities by the Promoter in respect of each of the amounts/ instalments paid by the Allottee(s) under this Agreement and that are not refundable or adjustable to the Allottee(s) for breach of the terms of this Agreement and refund the remaining amounts to the Allottee(s).

2.7.3 The Allottee(s) agree(s) that upon termination of this Agreement as aforesaid, the Promoter shall be released and discharged of any and all liabilities and obligations under this Agreement and the Allottee(s) hereby irrevocably authorizes the Promoter to dispose off and sell the Apt. and all rights incidental thereto to such person or persons at such price and on such terms and conditions as the Promoter may deem and think fit in its absolute discretion and the Allottee(s) shall not be

entitled to question or raise any objection to the same or challenge such subsequent agreement/transaction or claim from the Promoter any amount other than the refund of the amount actually paid by the Allottee(s) to the Promoter and this Agreement (and related documents, if any) shall be deemed to stand cancelled and the Allottee(s) shall cease to have any right, title, interest, claim or demand of any nature whatsoever under this Agreement and/or against the Promoter.

- 2.7.4 If the Allottee(s) cancel(s) this Agreement through no default of the Promoter or the cancellation is consequent to a default of the Allottee(s), the Promoter shall not be liable to pay to the Allottee(s) any interest, compensation, damages, costs or otherwise. In any event the Promoter shall not be liable to reimburse to the Allottee(s) any government charges, stamp duty, registration fees, taxes etc. The amount specified above shall be accepted by the Allottee(s) in full satisfaction of all his/her/their claim under this Agreement and/or in or to the Apt.
- 2.7.5 In the event of termination of this Agreement by the Promoter, the notice of termination itself would be treated as cancellation of this Agreement. However, this does not absolve the obligation of the Allottee(s) to execute and register the deed of cancellation as stated hereinabove, if so required and the Allottee's(s') refund, if any, shall be subject to the deed of cancellation being executed and registered. The stamp duty and registration charges for such deed of cancellation shall be borne by the Allottee(s).
- 2.7.6 No interest shall be payable if the termination is due to any breach or default by the Allottee(s) that is not cured despite issue by the Promoter of a notice to him/her/them.
- 2.7.7 Without prejudice to whatever stated in this clause, none of the other rights, remedies, contentions, compensation and claims available to the Promoter against the Allottee(s) on facts and in law and/or as a result of such termination, shall however, be adversely affected or prejudiced.
- 2.7.8 The refund shall not include any amount paid towards stamp duty, registration charges, electricity charges, deposits paid to anybody / or authority, GST, or any other tax whatsoever, or any amount not received by the Promoter towards the consideration of the Apt.
- 2.7.9 The Allottee(s) confirm(s) that he/she/they will not be entitled to terminate this Agreement for any reason whatsoever, other than on account of Promoter's failure to handover possession of Apt. within the stipulated period in this Agreement. Upon the execution and registration of the aforesaid deed of cancellation, the Promoter shall provide the Allottee(s) with a letter of authority to enable the Allottee(s) to claim and collect the refund of stamp duty or any other government taxes paid under this Agreement (as applicable). In the event the Allottee(s) delays in coming forth for the registration of the aforesaid deed of cancellation, no interest shall be payable for such delayed period.
- 2.7.10 In case refund for the amounts paid such as government charges, stamp duty, GST, registration fees etc. shall have to be claimed directly by the Allottee(s) from the concerned authority.
- 2.7.11 In the event of the Allottee(s) committing default of the payment of the instalments of the consideration amount and in the event of the Promoter exercising their right to terminate this Agreement, the Allottee(s) hereby undertake(s) to clear the mortgage/ debt outstanding to the HFI at the time of the said termination. The Allottee(s) shall obtain the necessary letter from the HFI stating that the Allottee(s) has cleared the mortgage debt. On receipt of such letter from the HFI the Allottee(s) shall be entitled to the refund of the amount so paid by him/her/them to the Promoter towards the Apt. However, the Promoter shall directly pay the amount

payable to the HFI or other such by the Allottee(s) from the amount standing to his/her/their credit with the Promoter towards the Apt. and (paid by him/her/them to the Promoter towards the consideration amount) to the extent so as to clear the mortgage debt and only on receipt of such letter of clearance of mortgage debt from the HFI shall the Allottee(s) be entitled to the refund of the remainder amount standing credited to the account of the Allottee(s) with the Promoter.

2.8 PROMOTER'S DISCRETION: Subject to what is stated above and without prejudice to the Promoter's other rights under this Agreement and/or in law, the Promoter may, at its discretion choose to accept from the Allottee(s) payment of any delayed instalments, provided the Allottee(s) pay(s) the Promoter simple interest at 2 percentage points above the prevailing Marginal Cost of Funds-Based Lending Rate ("MCLR") i.e. a rate of MCLR + 2% per annum on the delayed/defaulted instalments under this Agreement computed from the due date of the instalment up to the date of actual payment of the amount by the Allottee(s). This provision for condoning any delay in payments and charging of interest is a discretionary option available to the Promoter but does not entitle the Allottee(s) to commit any delay or default in payment of any amount payable to the Promoter under this Agreement. Any condonation or leniency shown by the Promoter or delay or extension in raising of a bill or invoice or demand notice by the Promoter in this case shall not mean a waiver and shall not affect the right of the Promoter to terminate this Agreement in terms herein.

2.9 HOME LOAN DISBURSEMENT: If the Allottee(s) avail(s) of a home loan/finance from a HFI for purchase of the Apt. and notwithstanding any stipulations by or terms and conditions agreed between the Allottee(s) and the HFI, it shall always remain the Allottee's(s') liability and responsibility to ensure that the HFI punctually sends each of the instalments of the purchase consideration and other amounts payable under this Agreement to the Promoter. If and where required, the Promoter shall hand over to the Allottee(s) and/or the HFI post-dated Demand Letters / Notices duly countersigned and endorsed by the Allottee(s) in respect of each of the instalments payable. The Allottee(s) alone shall be responsible to remind the HFI well in time regarding disbursements or release by the HFI of each payment of the time-bound instalments to the Promoter, so that these are not delayed beyond the respective due dates. In the event of default or delay in receipt of timely payment by the Promoter of any instalment from the HFI, the Promoter reserves the right at its sole discretion to either terminate this Agreement in the manner provided for herein and, subject to the other provisions herein, refund to the HFI all amounts paid by the Allottee(s) or accept such delayed payment from the Allottee(s) along with interest thereon at MCLR + 2%.

2.10 FIRST LIEN AND CHARGE: It is hereby agreed notwithstanding the terms of the loan agreement and other documentation executed or to be executed between the Allottee(s) and the HFI or the terms and conditions thereof that the Promoter shall always have first lien and charge on the Apt. in respect of any amount remaining unpaid by the Allottee(s) under the terms and conditions of this Agreement. In the event of a termination of the Agreement, as a consequence of which the Promoter is required to pay any amounts to the HFI, the Promoter shall be entitled to recover from the Allottee(s) all costs in respect of the termination of the transaction, including but not limited to documentation expenses, bank interest on the amount to be repaid to the HFI and cost of remarketing of the Apt.

2.11 IMPOSITIONS: The purchase consideration and other amounts payable by the Allottee(s) as specified herein are exclusive of taxes. The Allottee(s) hereby agree(s) that:

2.11.1 GST, Stamp Duty, Registration fees, TDS under Section 194-1A of the Income Tax Act, 1961 and any other statutory payment(s), imposition(s) or obligations that are currently applicable or may become applicable in future to the Apt. or the transaction herein shall be promptly paid/fulfilled by the Allottee(s) at the required time(s) and as per the State/Central Government rates prevailing on the date(s) when the payment of such impositions becomes due and payable as per the rules of the concerned statutory authority. Where applicable, TDS under Section 194-1A of the Income Tax Act, 1961, shall be deducted by the Allottee(s) from each of the payments made to the Vendor towards the purchase consideration and the requisite TDS Certificate shall be issued in

favour of and submitted to the Promoter as soon as each such deduction is made and within the time period specified under the Act. Delays in submission of TDS certificates to the Promoter shall constitute and be deemed to be a delay in payment by the Allottee(s) of the respective amount(s) from which the TDS is deducted.

- 2.11.2 in the event of imposition of any additional new tax or revision in taxes by the Government of India or State of Goa, Local Authority, Collector or any other authority that relate to development of lands or construction, purchase, sale of property, the Promoter shall be entitled to claim the same from the Allottee(s) on pro rata basis. The quantum of such tax computed by the Chartered Accountant and/or Architect shall be provided to the Allottee(s) and the Allottee(s) shall be bound to pay the same. If such tax is levied before the possession of the Apt. is given, then in that event the Allottee(s) shall pay the same as due before taking possession and if possession of the Apt. has already been given, within 15 days from demand of such amount by the Promoter. The Allottee(s) shall be liable to pay his/her/their share of the same without demur or delay.
- 2.11.3 in the event of any amount not already referred to herein by way of premium or deposit payable to the Central or State Government or betterment charges or development charges or development tax or any other amounts or charges or taxes payable to any government or local body or authority for grant of any permission/NOC/license or connection or installation of any services or any other tax or statutory liability or payment of a similar nature, being demanded from the Promoter, the same shall be reimbursed by the Allottee(s) to the Promoter in proportion to the area of the Apt. and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee(s). In addition to the consideration and other amounts also payable by the Allottee(s), the Allottee(s) shall be liable to pay to the Promoter the sum calculated at the rate and on the basis prescribed and payable as and by way of Works Contract Tax, GST and/or other dues to the State or Centre by means of taxes or otherwise before handing over the possession of the Apt. as aforesaid.
- 2.11.4 if the Promoter becomes liable to pay any penal interest to any of the concerned authorities as a consequence of any failure by the Allottee(s) to punctually pay the any statutory dues as mentioned hereinabove, then the Allottee(s) shall reimburse the same to the Promoter without delay or demur. Further, the Allottee(s) agree(s) to pay to the Promoter, interest at 18%, on the taxes and penalty, payable by the Allottee(s) to the Promoter under the terms of this Agreement from the date the amount(s) is/are paid by the Promoter to the concerned government authorities.
- 2.11.5 the Promoter shall have first charge / lien on the Apt. against all/any amount(s) payable by the Allottee(s) to the Promoter under this Agreement or in respect of the Apt.

2.12 **REBATE FOR ADVANCE PAYMENT(S):** The Promoter may allow, in its sole discretion, a rebate for advance/upfront payments of amounts payable by the Allottee(s) on such terms and conditions as mutually agreed by both parties. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.

2.13 The Allottee(s) shall not be entitled to claim possession and/or allotment and/or transfer of the Apt. until the Allottee(s) has/have paid the full and complete dues and consideration payable to the Promoter under this Agreement.

ARTICLE 3

COMPLETION

3.1. **STIPULATED DATE:** The Promoter shall, subject to the other terms and conditions herein, complete the construction of the Apt. and the Project on -----, hereinafter referred to as the “**Stipulated Completion Date**”.

3.2 **NOTIFICATION:** Upon the Promoter notifying the Allottee(s) by email, or by written notice that the construction of the Apt. is completed, the Allottee(s) shall take possession of the Apt. in the manner specified below within 15 days of the date of such notification. On receiving possession of the Apt. the Allottee(s) shall subject to other provisions herein have the right to freely access, use and enjoy the Amenities in the Project. The Promoter shall put the Allottee(s) in possession of the Apt. upon receiving full payment of all amounts due under this Agreement including but not limited to full payment for Extra Items & Changes (defined in Article 4 below), if any, and subject to the other provisions herein.

3.3 **POSSESSION CERTIFICATE:** Prior to taking possession of the Apt., the Allottee(s) shall inspect it and satisfy himself/herself/themselves that it is constructed as per the plans and specifications herein. Within 7 working days of such inspection or any further period/s agreed to by the Parties the Promoter shall subject to the terms and conditions herein, at its own cost make good, correct, rectify and repair any defects or deficiencies in the Apt. that may be brought to the Promoter’s notice in writing by the Allottee(s). Immediately on completion by the Promoter of the necessary correction of the defects or deficiencies, if any, as aforesaid, the Allottee(s) shall take the possession by receiving the keys of the Apt. from the Promoter and countersigning the Possession Certificate in evidence of the same and shall not delay the taking of possession by raising any further or additional objection/s, dispute/s or complaint/s in respect of the condition and specifications of the Apt., or in respect of any item(s) of work or defects / deficiencies / that have been repaired / rectified / corrected / made good by the Promoter.

3.4 **WARRANTY:** If within a period of five years commencing from the date of handing over the Apt. to the Allottee(s) or the date on which the Promoter notifies the Allottee(s) to take possession as provided for in clause 3.2 above, whichever is earlier, the Allottee(s) bring(s) to the notice of the Promoter any structural defects or other defects provided for under Applicable Law(s) in the Apt. or the building in which the Apt. is situated then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee(s) shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under Applicable Law(s). However, this warranty shall not be applicable or extend to and shall become void in respect of:

3.4.1 any bought-out item / specification / manufacture including but not limited to electrical, plumbing, joinery or other fittings covered by a warranty of the manufacturer thereof.

3.4.2 any structure / item / specification that is broken or damaged due to mishandling, misuse, wear-and-tear or due to inadequate preventive maintenance by the Allottee(s) or his/her/their tenants or occupants of the Apt.

3.4.3 Extra Items & Changes (defined in Article 4 below), including materials supplied / procured / delivered by the Allottee(s).

3.4.4 any construction / addition / alteration / modification in or of the Apt. installed or carried out by the Allottee(s) or his/her/their agent(s) after the Promoter has handed over possession of the Apt. or during any furnishing and interior decoration thereof by the Allottee(s).

3.4.5 any use that the Apt. may be put to in contravention of the terms and conditions herein.

3.4.6 settlement cracks in plaster or wall finishes, as these shall not constitute structural defects.

3.4.7 Any defect(s) arising consequent to use of the Apt. for rental activity or commercial purposes or in the event that the Apt. is put to any use other than for purely residential purposes.

3.5 EARLIER COMPLETION: The Promoter may, if feasible, endeavour (without being bound or obliged) to offer possession of the Apt. to the Allottee(s) before the Stipulated Completion Date, such date of earlier completion being hereinafter referred to as the "Date of Earlier Completion". The Allottee(s) hereby agree(s) and confirm(s) that in the event the Promoter is able to expedite the construction of the Project and handover the possession of the Apt. on the Date of Earlier Completion he/she/they does/do not have any objection to receiving the possession of the Apt. on the Date of Earlier Completion and accordingly, hereby agree(s) and undertake(s) to complete the payment of the entire consideration and other amounts payable by the Allottee(s) in respect of the Apt. The Allottee(s) hereby agree(s) and confirm(s) that on being notified of the Date of Earlier Completion, the Allottee(s) shall, without any delay or demur, complete the payment of all amounts payable to the Promoter under this Agreement and the Promoter shall thereupon hand over possession of the Apt. to the Allottee(s) in the manner specified herein. It is clarified that the Allottee(s) shall not be liable to pay any extra amount to the Promoter for receiving such earlier possession of the Apt.

3.6 FAILURE TO TAKE POSSESSION: Upon receiving a written intimation from the Promoter as per clause 3.2 above, the Allottee(s) shall take possession of the Apt. from the Promoter by executing necessary documentation as prescribed in this Agreement and the Promoter shall give possession of the Apt. to the Allottee(s). If for any reason(s) attributable to the Allottee(s) above, the Allottee(s) is/are unable to or does not take possession of the Apt. within the specified period/dates following the Stipulated Completion Date or the earlier completion date provided for in clause 3.5 above, as the case may be, the Promoter may at its discretion and subject to its rights under Applicable Law agree on another date for the Allottee(s) to take possession of the Apt. however the Allottee(s) shall nevertheless and notwithstanding his/her/their inability or failure to take possession as specified herein, be bound, liable and obliged to complete the full payment of all amounts payable under this Agreement within 15 days of notification of the Stipulated Completion Date or the Date of Earlier Completion, as the case may be and shall continue to be liable to pay maintenance charges as applicable, including all Government rates, taxes, charges, interest on delay and all other outgoings and expenses of and incidental to the management and maintenance of the Project and the Buildings thereon, with effect from the date of the written intimation. In the event of any delay by the Allottee(s) in taking possession within the period stipulated herein where such delay is through no default of the Promoter, the Allottee(s) shall be liable to pay the Promoter holding charges of Rs. 50,000 per month, which includes but is not limited to charges for looking after the Apt., advancing payment towards utility bills, insurance premium and any expenditure on the Allottee(s) behalf and keeping the Apt. in a good, habitable repair and condition. This holding charge shall be applicable from the date of the notification specified in clause 3.2 above till the date on which the Allottee(s) finally takes possession. This holding period shall not exceed 60 days and if the Allottee(s) does not take possession for a period within 60 days, he/her/they shall be deemed to have committed a terminable breach of the Agreement and the Promoter shall be at liberty to terminate this Agreement in the manner provided for herein.

3.7 DELAYS: If the Promoter fails or neglects to give possession of the Apt. to the Allottee(s) on or before the Stipulated Complete Date on account of reasons beyond its control and that of its agents then the Promoter shall be liable on demand to refund to the Allottee(s) the amounts already received by the Promoter in respect of the Apt. with interest at the same rate as mentioned in clause 2.8 hereinabove 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 Apt., if the completion of the Apt. is delayed on account of causes, factors or reasons beyond the Promoter's control, viz.:

3.7.1 delay(s) due to any notice, act, law, order, rule, notification, of the government and/or other public or competent authority.

3.7.2 delay(s) in approval / sanction / connection / installation of electricity, water or other utilities to the Project that care not consequent to any act(s) of commission or omission on the part of the Promoter or its agents.

3.7.3 delay(s) or inability on the part of the government or local authorities to provide the external infrastructure and related facilities to the Project Land or the Project.

3.7.4 war, civil commotion or act of god; flood, drought, fire, cyclone, earthquake, or any other calamity caused by nature affecting the regular development of the real estate project.

3.7.5 delays/defaults by the Allottee(s) in making payments to the Promoter of any/ all amounts payable under this Agreement; or delays in making payments to the Promoter for the Extra Items & Changes, if any or delays that arise consequent to default(s), if any, by the Allottee(s) that are specified in clause 4.2.4 below.

3.8 **TERMINATION:** Subject to the provisions of clause 3.7 and sub clauses above, if for any reason(s) the Promoter is unable to or fails to complete the Apt. on the Stipulated Completion Date or within any further date(s) or extension period(s) granted to the Promoter, then in such an event the Allottee(s) shall be entitled to give notice to the Promoter terminating this Agreement and the Promoter shall within 15 (fifteen) days of receipt of such notice refund all amounts paid by the Allottee(s) together with simple interest thereon at the rate of MCLR + 2% per annum computed from the date the Promoter received each of the amounts till the date these amounts and the interest thereon are refunded to the Allottee(s).

3.9 **ELECTRICITY, WATER AND OTHER INFRASTRUCTURE:** The Promoter has, on demand from the concerned government and local authorities paid the requisite infrastructure taxes and charges in respect of the Project. The Allottee(s) is/are aware that the release of connection, installation, supply, provision and reliability of utilities in/to the Project or the Apt. such as water, electricity, cooking gas if applicable, etc. are subject to the sanction, provision, supply, installation and availability of these utilities by the concerned government authorities/service providers and to the rules, regulations and policies of the concerned utility suppliers and other such factors beyond the Promoter's control and hence the Allottee(s) has/have agreed that:

3.9.1 Upon the receipt of the Completion Certificate from the Competent Authority, the Promoter will, in good faith, apply for the electrical, water and other utility/supply/connections for or to the Project on a best effort basis and diligently follow up with the concerned authorities or service providers for approval/sanction/release of the utility/supply/connections.

3.9.2 Subject to the other provisions herein, the construction of the Apt. and the Project shall be considered and deemed to have been completed in time by the Promoter even if, despite the grant of Completion Certificate by the Competent Authority, the electricity, water and other utilities / supply / connections may not have, as yet or by then, been sanctioned / released / commissioned to/in the Apt. and/or the Project by the concerned authorities or service providers due to causes / factors / reasons beyond the Promoter's control.

3.9.3 The infrastructure, utility supplies and civic facilities to be provided by the concerned government or local authorities are not a subject matter and are outside the purview of this Agreement and the Allottee(s) shall not make any demand or claim against the Promoter either in respect of any item(s) of infrastructure, utility supplies and civic facilities not provided or not supplied by the concerned government or local authorities, or in respect of any delay(s) in the same.

3.9.4 The Allottee(s) agree(s) and confirm(s) that he/she/they shall, if required to do so, pay for tanker water and power supply through temporary power connection(s) or diesel generator set(s) until the permanent connections for water and power supply, respectively are made available to the GIRIJA GREENS complex by the concerned government and local authorities. The Promoter shall not be liable or held responsible to pay for water supplied by tankers and/or electricity supplied through temporary power connection(s) or diesel generator set(s) for individual apartments or the Common Areas and Amenities in the event of any shortfall in the water/power supply.

3.9.5 The Allottee(s) is/are not at liberty to or entitled to and is/are stopped from applying for a separate or independent water connection to the Apt. or constructing or installing his/her/their own water tank, sump or suction tank and other independent water or electricity utilities.

ARTICLE 4 EXTRA ITEMS & CHANGES

4.1. **PAYMENT:** If the Allottee(s) request(s) the Promoter to execute/undertake any items of work that involve any or all changes, additions or alterations in the internal lay-out of the Apt. or if the Allottee(s) order(s) any bespoke changes, customization or modification in features, fittings, finishes, materials, installations or specifications therein/thereof that differ from or that are departures from the standard specifications, hereinafter all referred to as “**Extra Items & Changes**”, the Promoter may agree to undertake the work of such Extra Items & Changes, at its discretion, if permissible under Applicable Law(s) and if found feasible and practicable by Promoter’s Architect and Chief Engineer and, subject to the aforesaid, the Promoter shall get the work executed by its agents/ workmen and supervised by the Promoter’s personnel on the terms herein below.

4.2. **TERMS OF ACCEPTANCE:** The Promoter may at its discretion undertake/execute the Extra Items & Changes but subject to the following:

4.2.1 the Allottee(s) shall pay for these Extra Items & Changes in advance if directed to do so by the Promoter and shall complete all payments for the same on demand.

4.2.2 the Allottee(s) shall if called upon to do so by the Promoter, independently arrange for the purchase and delivery of certain fittings, items, materials or specifications constituting the Extra Items & Changes, to the construction site at the specified time(s) if the Promoter, for any reason, is unable to do so or source itself. Acceptance by the Promoter of the work of undertaking the Extra Items & Changes and the feasibility / execution thereof shall always be subject to the availability, supply and timely delivery of all materials or specifications constituting the Extra Items & Changes to the construction site whether by the Promoter’s supplier(s)/ service provider(s) or by the Allottee(s) or his/her/their nominated agents, as the case may be.

4.2.3 the Allottee(s) is/are aware that all Extra Items & Changes and any bespoke changes, customization and modifications will be undertaken / implemented / installed / fitted by the Promoter on a “best effort” basis and consequently the Allottee(s) agree(s) that:

- (i) the Stipulated Completion Date for the Apt., as specified herein will get extended/ delayed because of such Extra Items & Changes and by reason of the Allottee’s(s’) selection or ordering of changes / materials / designs / bespoke options / items / modifications that are non-standard and different from the specifications that are to be uniformly and universally provided to all the apartments in the Project.
- (ii) they shall pay all indirect or incidental costs incurred and resources utilised by the Promoter in planning, designing, sourcing materials and undertaking/executing all such Extra Items & Changes.
- (iii) Even if the work of Extra Items & Changes requested by the Allottee(s) is/are found to be technically feasible, is paid for by the Allottee(s) and is taken up for implementation, the Promoter shall not be held responsible or liable to the Allottee(s) for materials / designs / features / layout in the Apt. that vary from or differ from the standard specifications or for any issues / differences / discrepancies / claims arising from batch variations; or manufacturing defects or due to natural features such as veins/ crystals; or on account of variations in shape, size, colour, nature, characteristics, texture, content, features, form, finish, workmanship, laying and/ or other techniques of work; or the functionality and appearance / look / performance arising from the installation / implementation / damage / discoloration of the Allottee’s(s’) selection of materials / designs / options / features that vary from or are different from the standard specifications agreed and intended to be provided uniformly and universally to all the apartments in the Project.

4.2.4 If the work flow/sequence/scheduling/progress of other construction work in the Apt. gets affected or delayed because the Allottee(s) does/do not, within, the time period specified by the Promoter, conclusively confirm or finalize all aspects of the Allottee’s(s’) order of the Extra Items & Changes or approve the costing/amount to be charged by the Promoter for the same or deliver the required materials to the site/Apt. on or before the due date(s) specified by the Promoter, then in such an event and despite acceptance by the

Promoter of the work of the Extra Items & Changes, the Promoter shall always have the right to revert to the standard specification of the Apt. if, where and to the extent applicable.

4.2.5 The acceptance by the Promoter of the Allottee's(s') order for Extra Items & Changes does not or absolve the Allottee(s) from his/her/their obligations hereunder or affect the rights of the Promoter.

4.2.6 No refund(s) shall be paid by the Promoter to the Allottee(s) in the event that the Allottee(s) selects or supplies any replacement or substitute or alternative item of specification that is cheaper than the rate/ price of the standard item of specification.

4.3. **SPECIFICATIONS:** The Allottee(s) confirm(s) that the Promoter shall not be liable or obligated to provide, any items of furniture, furnishing, specifications, materials, appliances, fixtures or fittings in the Apt. other than those expressly specified in Schedule IV hereunder or that are to be provided uniformly and in common to all the apartments in the Project that are in the same category as the Apt. or other than those that constitute Extra Items & Changes, if any, that shall be paid for by the Allottee(s) in the prescribed manner. The Allottee(s) confirms that the Promoter shall not be bound or liable to provide any items, features and amenities in the Project other than those items, features and Amenities specified in IV hereunder. The particular brands or their equivalents or price ranges of specifications, appliances, fixtures or fittings in the Apt. are also specified in Schedule IV hereunder. The Allottee(s) agree(s) and confirm(s) that he/she/they has/have entered into this Agreement in order to avail of and benefit from the composite and aggregate value of multiple attributes and features including but not limited to the design, planning, aesthetics, specifications, configuration and layout of not only the Apt. per se but those of the Project and its Amenities and infrastructure as a whole. The Allottee(s) confirms that the Promoter shall have the right to alter/ amend/ change/ substitute/ replace, without prior intimation to the Allottee(s) all or any of the materials, installations, products or items comprising the standard specifications of the Apt. and/or the Project and/or the Amenities, if at its discretion and in its experience/ institutional knowledge such alternative / amendment / change / substitution / replacement is required or necessary in order to improve the quality, efficiency, green rating of the Apt. or Project or enhance the asset value of the Apt. or in the event that the particular material(s) or item(s) of specifications is/are in short supply or unavailable, or superior / alternative materials or installations or products are available or get introduced in the market, but provided that in so doing, the altered / amended / changed / substituted / replaced material(s) or item(s) is/are of equivalent or higher quality and threshold-value, in unit-cost terms, as that of the corresponding materials or items that were to be provided uniformly and universally as standard specifications to all apartments in the Project including the Amenities.

ARTICLE 5

VARIATIONS

5.1 **PLAN, DESIGN, ELEVATION, ETC.:** The Promoter agrees to observe, perform and comply with all the terms, conditions, stipulation and restrictions if any, which may have been imposed by the Competent Authority at the time of sanctioning the plans or thereafter and shall, before handing over possession of the Apt. to the Allottee(s), obtain from the Competent Authority, the Completion Certificate in respect of the Apt. It is hereby agreed that the Promoter is entitled and permitted, to make/ effect such changes/ variations/ modifications in the plan, design, elevation, layout of the Buildings, Apt. or the Project including but not limited to locating, relocating or varying the layout/ placement/orientation of the open spaces, structures, gardens, Amenities, accesses, pathways, driveways, car parking spaces, gates, walls, entrances, infrastructural services/equipment, directions of entry and/or exit, aesthetic, ergonomic, safety, security or any/all other amenities, etc. in the Project as the Promoter's Architect/Chief Engineer may require or consider necessary without obtaining prior written consent of the Allottee(s) but provided that the Apt. is not affected adversely and these changes / variations / modifications are necessitated by alterations or additions required by the concerned authorities or due to change in the regulations, statutes or Applicable Law or that are necessitated by engineering/ technical requirements and exigencies at the site. The Promoter shall obtain prior consent in writing of the Allottee(s) in respect of any variations or modifications that may adversely affect the Apt. of the Allottee(s) and further approvals as may be required under Applicable Law(s).

5.2 **THRESHOLD:** The standard specifications may, at times, vary within the same category apartments in the Project to the extent of overall differences such as colour, size, shade, appearance, but not in terms of the threshold unit-values or unit-costs of the material(s) or item(s) intended to be provided uniformly and universally to all the apartments in the Project. All building materials including but not limited to floor tiles, paints, hardware etc. are subject to variations in shade, size and thickness; natural materials such as stone slabs are subject to features such as veins, crystals; manufactured materials are subject to batch, colour, texture and other variations.

5.3 **AREA OF THE APT.:**The Area of the Apt. (as defined in Schedule II (2) herein below) is subject to variation, if any, depending on the exact, final areas of the built-up areas, as finally constructed, that form part of the Project. The Allottee(s) has/have further agreed and confirmed that the Area of the Apt. and calculations thereof, as referred to and defined herein, of the Apt. as finally constructed and completed are subject to:

5.3.1 variations consequent to any revisions, amendments or modifications, if any, of/in the building plans that may be required or directed to be made as provided for in clause 5.1 hereinabove;

5.3.2a variation cap of +/- 4% (four percent) including variations, if any due to plaster thickness, tiling, skirting, ledges and structural members.

5.4 **MEASUREMENT:** On completion of construction of the Apt. and grant of Completion Certificate by the Competent Authority, the Total Usable Area of the Apt. (defined hereunder) shall be measured and quantified per the definition in Schedule II (2) hereunder and the details shall be confirmed and notified to the Allottee(s) prior to the date for handover of possession. The Allottee(s) agree(s) that if the Total Usable Area of the Apt. measured and quantified per the definition hereunder and certified as aforesaid on completion of construction of the Project, is found, to be greater than that specified in Schedule II (1) then in such an event he/she/they shall, prior to taking possession of the Apt. pay the Promoter for the increased Total Usable Area of the Apt. Similarly, if the measured and quantified Total Usable Area of the Apt. is found to be less than that specified in Schedule II (1), the Promoter shall within 45 days refund to the Allottee(s) an amount for the decreased Area of the Apt. All these monetary adjustments/payments shall be made at the same rate per square meter of the Apt. as agreed herein. In the event that the reduction in the Area is more than 4%, the same would be treated as a terminable default and the Allottee(s) shall have the option to claim a refund for the area or cancel the Apt. purchase by issuing a termination notice to the Promoter. In the event the increase in the Area is more than 4%, the same shall be treated as a terminable default and the Promoter shall have the option to refund the amounts paid and cancel the Apt. purchase by issuing a termination notice to the Allottee(s) or claim the proportionate extra amount for the extra area. In the event of either Party exercising their right to terminate the process and the consequences of termination as specified herein shall follow.

ARTICLE 6

THE ENTITY

6.1 **CONSTITUTION AND OBJECTIVE:**In compliance with Applicable Law(s), the Promoter shall enable the formation of an entity with all the owners/allottees of apartments as its members, hereinafter referred to as the "**Entity**", that shall attend to the management, security, maintenance, repairs, insurance, etc. of the Buildings, Amenities and, Common Areas; effect the collection and accounting of individual contributions from all the apartment owners. The Entity's primary objective will be to manage the Project on a day-to-day basis so as to preserve and maintain its ambience and quality standards and to enable the peaceful enjoyment of the complex by all the allottees or occupants therein in a harmonious and co-operative manner. The Entity shall function on a "non-profit" basis. Wherever used in this Agreement, the terms "Project" or "-----" shall mean, apply, refer to and are intended to include all the apartments, Common Areas, driveways, footpaths, gates, compound

walls, etc. depicted in the plan annexed hereto as and when these are progressively constructed and put to use, and its meaning shall encompass the Project in its entirety as and when the entire development, viz. ----- is completed and inhabited. No objection shall be taken by the Allottee(s) 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 or any other concerned authority.

6.2 Whenever called upon to do so, the Allottee(s) shall, along with the other allottees / purchasers / owners of apartments in the Project, sign all forms / applications / deeds / documents as may be required for, as applicable, the formation, registration and management of the Entity and the registration of the conveyance of the Project Land, the Buildings and other components of the Project in favour of the Entity. All deeds and documents pertaining to or required for such formation, registration management and conveyance shall be drafted by the Promoter's solicitors. All costs, charges and expenses required to be paid/made for the purposes of the formation and registration of the Entity and, if applicable, the stamp duty and registration fees payable for the registration of the conveyance of the Project Land, the Buildings and other components of the Project Land by the Promoter in favour of the Entity shall be borne proportionately by the Allottee(s) and all other allottees / purchasers / owners of apartments in the Project.

6.3 The Allottee(s) shall pay to the Promoter a sum his/her/their share of legal costs, Stamp Duty, Registration Fees, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the Entity and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance. The Allottee(s) shall pay to the Promoter, the Allottee's(s') share of stamp duty and registration charges payable, by the Entity on such conveyance or lease or any document or instrument of transfer in respect of the Project Land, the Buildings and other components of the Project.

6.4 The Allottee(s) shall on or before delivery of possession of the, Apt. be liable to pay as applicable and on an equitable pro-rata basis, his/her/their share of share money, Corpus in respect of the Entity, application/entrance fee of the Entity and expenses on formation and registration of the Entity; proportionate share of taxes and other charges/levies in respect of the Entity; deposit towards provisional annual contribution towards outgoings of the Entity; deposit towards Water, Electric, and other utility and services connection charges; deposits of electrical receiving Transformer and Sub Station provided in Layout and Infrastructure Tax.

6.5 **MANAGEMENT:** It is expressly agreed by the Allottee(s) that he/she/they shall cooperate with the other apartment allottees / purchasers / owners and the Promoter to form the Entity and to coordinate with the other members to duly elect a Managing Committee (herein referred to as '**MC**') of the Entity as soon as possible and at the earliest.

6.6 The Allottee(s) agrees to observe and perform all the rules and regulations which the Entity 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 buildings and the apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee(s) shall also observe and perform all the stipulations and conditions laid down by the Entity regarding the occupancy and use of the Apt. 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.

6.7 **DOCUMENTS:** In order to achieve the aforesaid objectives of the Entity, each of the allottees / owners / purchasers of apartments in the Project including the Allottee(s) shall compulsorily become a member of the Entity and shall sign the Bye Laws and rules and regulations and/or deed(s) and other such document(s) of and pertaining to the Entity, hereinafter all referred to as the "**Entity Document(s)**". The term "Entity Document(s)" shall

include, as applicable, any or all agreements, documents, bye-laws, deeds, etc. that are required to be executed at any time, either jointly or severally, by the members of the Entity or their agents/representatives and, where required, registered before the Competent Authority. The Entity Document(s) shall contain and incorporate, inter alia, the relevant and applicable terms and conditions herein, and shall contain detailed provisions regarding the Entity's rules and regulations, membership, meetings, elections, decision-making, estate and financial management, etc. The Allottee(s) shall, as and when required, sign and execute applications, papers and documents including changes or modifications in the Entity Document(s) and shall do all such acts, deeds, matters and things as may be necessary or required to be done in order to meet the aforesaid objectives of the Entity. All costs, charges, expenses including stamp duty and registration fees, share application money in connection with the preparation, execution and registration of the Entity Document(s) and sale deed executed in favour of the Entity shall be borne proportionately by the Allottee(s) and the other allottees / purchasers / owners of apartments in the Project. If required and subject to the rights of the Promoter and the Land Owner under this Agreement and the Sale Deed (defined hereunder) and subject to the terms and conditions in this Agreement, the Entity Document(s) and the Sale Deed, the members shall, at a special General Body Meeting convened by the Managing Committee and by a vote of at least 75 percent of the General Body, add, delete or amend, the rules and regulations of the Entity.

6.8 RULES AND REGULATIONS: The Entity Document(s) shall contain rules and regulations including but not limited to the following:

6.8.1 The Allottee(s) shall utilize the Apt. for purely residential purposes. No occupant of the Project shall cause any nuisance, noise and annoyance or disturb the peace, quiet and enjoyment of the Project.

6.8.2 Any pets that cause noise, nuisance or danger to the other residents in the Project shall not be kept in or brought into the Project.

6.8.3 The Promoter shall not be responsible or liable in any manner whatsoever to the Allottee(s) or to any of the other allottees / purchasers / transferees / members or to any other person(s)/authorities for and in respect of the observance or violations/infringements of the rules and regulations by the Allottee(s) or by the Entity or the other allottees / purchasers / owners or by his/her/their tenants agents, guests, rental guests using, residing in or occupying the Apt. or in the Project, whether these rules and regulations are contained in the Entity Document(s) or otherwise.

6.9 EXPENSES: With effect from the date of the notice in writing given by the Promoter to the Allottee(s) that the Apt. is ready for possession, the Allottee(s) shall be liable to bear and pay the proportionate share (i.e. in proportion to the Area of the Apt.) of outgoings in respect of the Project Land and Buildings namely local taxes, betterment charges or such other levies by the concerned authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project and Buildings. Until the Entity is formed and the Buildings are transferred to it, the Allottee(s) shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee(s) further agree(s) that till the Allottee's(s') exact share is so determined the Allottee(s) shall pay a provisional annual contribution as specified in Schedule III(C) hereunder. The amounts so paid by the Allottee(s) to the Promoter shall not carry any interest and remain in the specified bank account until a conveyance of the Buildings is executed in favour of the Entity as aforesaid. On such conveyance being executed the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over to the Entity, as the case may be. The Allottee(s) shall not withhold the payments for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by the Allottee(s) shall be regarded as the default on the part of the Allottee(s) and shall entitle the Entity to charge interest on the dues in accordance with the terms and conditions contained in the Entity Document(s). The Allottee(s) shall bear a pro-rata and proportionate share of expenses in respect of the Project and has/have agreed that:

- 6.9.1 such expenses include but are not limited to house tax or other taxes levied by the concerned local and/or Government authorities; water charges for Common Areas; insurance; common electricity; maintenance and repairs of Common Areas, structures and Amenities; salaries of staff, expenses on service providers and all other expenses necessary and incidental to the maintenance and management of the Project and its infrastructure and Amenities.
- 6.9.2 he/she/they shall be solely responsible for his/her/their individual electricity, telephone, cable TV if any, piped gas, household contents insurance and other expenses / bills / charges pertaining to the Apt., whether the bills/demand notices for the same are received / collected by / issued to / served on the Allottee(s) or not. The Allottee(s) may lodge a deposit / advance / direct debit facility with the concerned utility / service provider so that such charges are defrayed and paid for even in the Allottee's(s') absence in order to avoid disconnection or disruption in supply/ service.
- 6.9.3 he/she/they shall bear, in proportion to the Area of the Apt., all expenses of including but not limited to:
- a) periodic maintenance of the Common Areas and exteriors of the Buildings and the Project including painting, whitewashing, re-tiling, re-roofing, waterproofing, cleaning,
 - b) maintenance and replacement cable TV, if any, telephone or other common equipment/infrastructure/services such as pumps and other equipment, common electrical lines, and fittings whether in the Common Areas or elsewhere,
 - c) water supply by tankers, garbage management expenses,
 - d) expenses on security guards, manager and other estate staff / personnel, as well as periodic increases if any, in local taxes, water charges, insurance and other such levies imposed by the Competent Authority and/or government and/or other public authority,
 - e) maintenance/annual maintenance cost of elevators, water heating systems, sewage treatment plant, DG set, Solar system.
 - f) recurring costs of fuel for generator, water-supply augmentation by tankers,
 - g) maintenance of lawns, plants, gardens, etc. forming part of the Common Areas,
- 6.9.4 The equitable, pro-rata basis of expense-sharing shall not be changed or altered by the Entity at any time in the future. The Allottee(s) shall not claim exemption / rebate / reduction of his/her/their dues or share of expenses on the grounds of non-occupancy of the Apt. for any duration, or un-utilization by the Allottee(s) of the common facilities and Amenities, or if any component/item of the Amenities and infrastructural equipment has not been commissioned or is inoperative for any length of time. The proportionate share of expenses for each year shall be punctually paid by the Allottee(s) in advance when called upon to do so and regularly each year thereafter irrespective of whether the Allottee(s) is in actual, physical use of the Apt. or not for any length of time and irrespective of whether the Allottee(s) receives any payment-notice / reminder or not. The Allottee(s) shall regularly pay such annual advances towards his/her/their proportionate share of expenses without any delay or default.
- 6.9.5 prior to taking possession of the Apt., the Allottee(s) shall pay the provisional amount specified in Schedule III(C) as an on-account advance towards his/her/their proportionate share of expenses for the first 12 months following the date on which the Project is completed. The Allottee(s) shall pay his/her/their proportionate contribution to the sharing of Entity expenses on time, without delay, default and irrespective of whether he/she/ they receive any payment reminder or not.
- 6.9.6 The Entity shall be entitled to recover from the Allottee(s) interest, compounded at 14% per annum, on any amount(s) so defaulted.
- 6.9.7 The Allottee(s) shall if required to do so pay an amount over and above the first year's provisional share of expenses payable towards the Entity for maintenance and management of the Project. This amount shall be computed from the first year's provisional share of expenses and which amount shall in total be for a period of 3 years including the first year's provisional share of expenses payable by the Allottee(s) on

taking possession of the Apt. This amount shall be payable at the time of handover of possession of the Apt. to the Allottee(s).

- 6.9.8 the proportionate share of expenses relating to the Apt. as intimated/informed thus far to the Allottee(s) and consequently the sum collected by the Promoter in the name of and on the Entity's behalf as the Allottee's(s') first year's share of annual expenses as paid by the Allottee(s) on taking possession of the Apt. is a provisional, interim, on-account estimated amount that is subject to review and revision by the Entity whenever its accounts are drawn up and thereafter at the end of each accounting year.
- 6.9.9 the Allottee's(s') actual, future, ongoing share of Entity expenses will vary depending on the actual moneys spent or required / projected / budgeted to be spent under multiple heads of expenditure by the Entity and will vary depending on decisions that the Entity and its MC may take in respect of the nature, quality and type of management, repairs, maintenance, security and other services to be availed of/provided in the Project; the fees charged by the providers thereof; the quality/extent of the facility management and goods/services; and the actual running costs and also contributions that may require to be made to any Sinking Fund, Corpus or equivalent amount that the Entity and its MC decide to create/ keep in reserve.
- 6.9.10 in the event of there being any deficit in the amount of provisional share of expenses the Allottee(s) hereby agree and undertake to duly fully and promptly bear pay the same to the Entity, without delay or demur.

6.10 INDEMNITY: The Promoter shall, if it deems fit and only on a 'best-effort' basis, temporarily oversee the management of the Project for a limited, time-bound period. Thereafter the Promoter's involvement shall be merely in an advisory capacity. The Allottee(s) has/have agreed and understood that the Promoter's oversight role will be strictly an interim one, undertaken on a best effort basis as a goodwill gesture for a temporary duration. The Promoter shall not be held responsible or liable for accountable, in any manner whatsoever, to the Allottee(s) or the members / the Entity in respect of:

6.10.1 the functioning of the MC or the day-to-day maintenance and management of the Project, and the collection of dues from all the members and for disbursements including payment of expenses, taxes, salaries, insurance, purchase of equipment or materials etc. to the extent that the Project is kept free from all claims, attachments, charges, liens or other legal encumbrances.

6.10.2 the observance, performance and compliance after the Stipulated Completion Date of/with all the terms, conditions, stipulations and restrictions, if any, that have been or may be imposed by the Local Authority, Competent Authority, or other authorities while approving the building plans and permissions or thereafter.

6.10.3 the adherence to and compliance with all the statutes, rules and regulations including those hereunder, by the Allottee(s) and his/her/their respective tenants, visitors, guests (paying or otherwise), rental customers, rental agents or other individuals / entities applicable to the members, the apartments or the Project and its Amenities or the Entity.

6.10.4 the accounts-keeping, the financial transactions, arrears or outstanding in the Entity accounts whether due to non-payment of charges, contributions and payments due from members or otherwise.

6.10.5 any late payments or non-payment or defaults by the Entity and its MC of statutory and other dues, penalties, impositions relating to withholding taxes/TDS, salaries and employee / labour benefits etc.

6.10.6 the performance or quality thereof of the security guards or other service providers engaged, appointed or recruited on behalf of the Entity, or the acts of omission / commission by any of them.

6.10.7 the security or safekeeping of the Apt. or the Project, or any person's / contents / possessions therein.

6.10.8 the observance or violations/infringements of the rules and regulations by the owners of apartments or by their agents, guests, rental guests using, residing in or occupying any of the apartments in the Project, whether the rules and regulations are contained in the Entity Document(s) or not.

The Allottee(s) hereby indemnifies(y) the Promoter in respect of the provisions in clause 6.10.1 to 6.10.8 above and:

- (i) shall do all such acts, deeds, and things as he/she/they may be reasonably required to do to ensure that all the aforesaid obligations, compliances and responsibilities of the Entity, the MC, as the case may be are undertaken and performed, respectively and
- (ii) even if not an office bearer or on the MC, he/she/they shall play an active role and communicate regularly with all other members so as to enable the abovementioned compliances and observances by the members, the Entity and the MC.

ARTICLE 7

SALE DEED

7.1. **SALE DEED:** If the Entity that is formed comprises an association of persons, i.e. a condominium as aforesaid, the Allottee(s) shall be entitled to proportionate undivided rights in the Project Land corresponding to the Apt. (hereinafter referred to as the “**Undivided Rights**”). In such event the Promoter shall convey, in favour of the Allottee(s), the Apt.; the right to use the Amenities; and simultaneously the Undivided Rights shall be conveyed by the Owner to the Allottee(s). In the event that the Entity comprises a co-operative housing society, the Project Land, the Buildings and Amenities along with the other components of the Project shall be conveyed to the Entity and each member of the Entity including the Allottee(s) shall have the right to use the Amenities and Common Areas. If the Entity that is formed comprises a co-operative housing society the Project Land, the Buildings and Amenities along with the Common Areas shall be conveyed to the Entity is hereinafter referred to as the “**Sale Deed**”. The Promoter shall execute the Sale Deed in favour of the Entity. No additional / fresh consideration shall be payable by the Allottee(s) to the Promoter for the Undivided Rights so conveyed to him/her/them by the Owner. The Allottee(s) hereby irrevocably authorizes the Promoter and the Land Owner to convey the Project Land, the Buildings, the Amenities and other components of the Project by means of the Sale Deed in favour of the Entity. In the event that the Entity comprises a co-operative housing society, the Sale Deed shall be executed by the Promoter within 3 months from the date of issue of occupancy certificate. At the time of execution of the Sale Deed, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Common Areas to the Entity.

7.2 **COMMON RIGHTS:** The Amenities and open/common/public spaces and areas including passages and pathways in the Project shall be for the common use and enjoyment of all members of the Entity including the Allottee(s), but the Allottee(s) or other members shall have no claims or demands for exclusive use or exclusive enjoyment of any specific part/portion of the Project Land or the Amenities, open/common/public spaces and areas irrespective of the location or site of his/her/their apartment within the Project. The Undivided Rights of the Allottee(s) as defined and referred to herein are the attributable, proportionate, indivisible, impartible rights to be enjoyed in common with the other allottees / purchasers of apartments in the Project and shall be quantified, pro-rata, as a share of the area of the Project Land in the ratio of the Saleable Area (defined hereunder) to the aggregate Saleable Area of all the apartments in the Project. Common Areas shall include but not be limited to the areas, driveways, pathways, lobbies, garden areas, and other facilities and Amenities that are to be utilized, enjoyed and accessed in common by all the apartment allottees / purchasers / owners in the Project. The Allottee(s) shall not be entitled to claim partition or division of his/her/their Undivided Rights. The Allottee’s(s’) Undivided Rights in the Project Land shall always remain impartible, impartitionable and undivided and shall always be subject to the other terms and conditions in this Agreement, the Sale Deed and the Entity Document(s).

7.3 **STAMP DUTY, FEES, LEGAL CHARGES AND TAXES:** The Sale Deed, Entity Document(s) and other documents shall be prepared and drafted by the Promoter’s solicitors and shall contain such provisions and covenants (which shall be so framed that the burden thereof shall run with and be binding upon the Apt. hereby agreed to be sold into whose hands or whomsoever the same may come) as may be necessary for giving effect to the stipulations and restrictions mentioned or referred to herein. It shall also include covenants by the Allottee(s) to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of such stipulations and

restrictions. The Allottee(s) shall and where applicable, on a proportionate basis bear all costs, legal charges of the Promoter's Solicitors for drafting, execution and registration of this Agreement, the Sale Deed, the Entity Document(s) and other documents; the expenses of Stamp duty, Registration fees and other statutory impositions in connection with the execution of the Sale Deed and all other documents executed or required to be executed in respect of or relating to the Apt. and the Allottee(s) alone shall bear and pay the GST, TDS etc. applicable to the transaction and sale agreed to herein.

7.4 THIRD PARTY TRANSFER: Subject to his/her/their right to avail of a home loan from any HFI as aforesaid, the Allottee(s) shall not enter into any transaction in respect of the Apt. with third parties other than the HFI without the previous consent in writing of the Promoter. Upon receiving possession of the Apt. and prior to execution of the Sale Deed the Allottee(s) shall, subject to the other terms and conditions herein, have the right to or otherwise transfer his/her/their interest under or benefit of this Agreement to any person(s) of his/her/their choice or deal with or dispose of or part with in any manner whatsoever, or assign, or part with as aforesaid his/her/their interest under or benefit of this Agreement but only if and on condition that :

7.4.1 all the amounts and dues payable to the Promoter under this Agreement, are fully paid up;

7.4.2 the Allottee(s) is/are not in any default(s) or breach(es) of any of the terms, conditions and covenants of this Agreement;

7.4.3 the Allottee(s) obtain(s) the Promoter's prior written approval of the document / agreement / deed / writing effecting or evidencing such sale / transfer / assignment and the requisite legal fees and statutory impositions in respect of the sale / transfer / assignment documentation are duly paid by the Allottee(s); however the Promoter has agreed and confirmed that the Allottee(s) shall not be liable to pay the Promoter any transfer fee or transfer charge in respect of such sale / transfer / assignment ;

7.4.4. if the Allottee(s) intend(s) to sell / transfer / assign his/her/their interest under and benefit of this Agreement at any time before all the apartments in the Project have been sold to purchasers thereof, then in such an event the consideration for such sale / transfer / assignment by the Allottee(s) of his/her/their Apt. shall not be lower than the selling price/rate of the Promoter, as per its prevailing price list, for an equivalent apartment of/in that category.

7.5 BINDING UPON THIRD PARTIES: In the interest of all the purchasers/transferees and residents of apartments in the Project and to better ensure the harmonious and co-operative enjoyment of the Project by all these persons, the Allottee(s) agree(s) to make all the terms, conditions, covenants and obligations contained in this Agreement, the Entity Document(s) and the Sale Deed applicable to and binding on the person(s) to whom the Apt. is transferred and into whosever's hands the Apt. may come. If and when, subject to the terms and conditions herein, the Allottee(s) agree(s) to or effects the transfer of the Apt. or gives it out on rent, lease, leave and license, etc. all the terms, conditions and covenants of this Agreement, the M.O.U and the Sale Deed shall compulsorily be incorporated in and constitute an integral part of all documents, deed(s) or instrument(s) agreeing to effect or actually effecting the transfer or renting, letting or leave and license, etc. so as to ensure that the covenants, conditions, rules and regulations of this Agreement and the Sale Deed herein are made applicable to and binding on all future transferees, successors-in-title and all persons into whosever's hands, occupation and use the Apt. may come.

7.6 However, any transfer by the Purchaser prior to the execution of the Sale Deed shall require the prior written consent of the Promoter.

ARTICLE 8

RENTALS & LETTINGS

8.1 CO-OPERATION : Subject to the other conditions herein and the Rules and Regulations in the Entity Document(s), the Entity shall have no-objection to the Allottee(s) undertaking rental / letting of the Apt. to any person(s) of the Allottee's(s') choice but on condition that:

8.1.1 the Allottee(s) and/or his/her/their agent(s) undertake all renting / letting / leasing in conformity and compliance with the Rules and Regulations in the Entity

Document(s) those framed or amended by the Entity from time to time, and in conformity and compliance with the rules, regulations of all the concerned authorities and the Applicable Law(s).

8.1.2 The Allottee's(s') lessees, tenants, guests, visitors and other outsiders entering the Project or the Apt. do not cause any nuisance, noise and annoyance or to the other purchasers / lessees / occupiers or jeopardize the security of or disturb the peace and quiet of the Project therein. The Entity shall frame such rules and regulations or amend them from time to time as appropriate, only to subserve the aforesaid purposes but not so as to effect any blanket prohibition of any rental or lettings intended to be undertaken by the Allottee(s) at any time in the future. The Allottee(s) shall ensure that any renting/letting of apartments in and access to the Project by his/her/their guests, visitors, renters is properly controlled and regulated in the aforesaid manner.

8.1.3 The Allottee(s) shall have no objection if the owners of the other apartments in the Project undertake renting / letting of his/her/their apartments whether on an individual or collective basis, provided all such activity is undertaken in conformity and compliance with the Rules and Regulations framed by the Entity from time to time in this regard for the purpose of ensuring that lessees, purchasers, residents, guests and other visitors outsiders do not cause any nuisance, noise and annoyance in or jeopardise the security of the Project or the other apartment owners / purchasers / lessees in the Project. The Allottee(s) shall co-operate with the other apartment owners and the Entity to ensure that any renting / letting of apartments in and access to the Project is properly regulated in the aforesaid manner. For the purposes herein, the terms renting or letting as used herein shall also include and apply to leases and lettings irrespective of duration and paying guest accommodation.

8.2 REGULATIONS / COMPLIANCES: The Allottee(s) shall personally comply with all the regulations of the concerned authorities in respect of any renting / letting of the Apt. including compliance with the Registration of Foreigners Act 1939; the Foreigners Act, 1946; the State Registration of Tenants and Foreigners Rules, Goa Tourism Dept. Regulations and other applicable laws and statutory requirements such as Luxury Tax, GST and TDS. In the case of each rental/letting of the Apt., the Allottee(s) shall lodge a copy of the Form 'C' and/or Tenant Verification Form (or its equivalent) and other necessary documents with the Police and other concerned authorities. The Allottee(s) agree(s) that the Entity shall frame appropriate rules in order to control and regulate all rental activity and access to the Project by tenants, visitors and other outsiders in order to maintain security and subserve the other purposes as aforesaid. The rights of the Allottee(s) to rent or let the Apt. shall be subordinate to the Rules and Regulations of the Entity and to the rights of the Promoter under the Entity Document(s) and the rights of the Entity and the rights of the owners of the other apartments in the Project. Whenever directed to do so; the Allottee(s) shall furnish to the Entity/MC certified copies of the following data/information relating to any rental activity undertaken in his/her/their Apt. including: (a) the names and contact details of the agents with whom he/she/they has/have contracted or engaged to undertake the rental activity or management thereof; (b) the number of rental guests in the Apt. on any particular day/night; (c) proof that the necessary register of guests is maintained under the applicable statutes; (d) proof that the names, addresses and signatures of the rental guests entering the complex as recorded by the security guards tallies with the details in the aforesaid register; (e) proof that the rental activity undertaken by the member is registered under the Goa Luxury Tax Act, Goa Tourism Dept. Rules, Foreigners Act and all other statutes as applicable; (f) revised house tax assessment by Local Authority is obtained and paid by Allottee(s).

8.3 RESPONSIBILITY: Even if any rental/letting of the Apt. is undertaken by the Allottee(s) through a rental management/letting agency/third-party, the Allottee(s) alone shall be ultimately, directly and personally responsible for compliance with the Rules and Regulations of the Entity; the provisions of this Agreement, the M.O.U and the Sale Deed; the rules of the concerned authorities and other statutory requirements.

ARTICLE 9

ALLOTTEE'S(S') OTHER RIGHTS & OBLIGATIONS

9.1 **COMMON BENEFIT:**The Allottee(s) shall observe and perform all the Rules and Regulations of the Entity and all additions, alterations or amendments thereof that may be made from time to time, for the purposes of protection and maintenance of the Project and observance and performance of the rules and bye-laws of the Local Authority and other authorities. The Allottee(s) shall also observe and perform all the covenants and conditions laid down for the common benefit of all the members of the Entity in respect of the occupation, use and transfer of the Apt. and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement, the Entity Document(s) and the Sale Deed.

9.2. **MAINTENANCE AND REPAIR:** The Allottee(s) for himself/herself/themselves and with the express intention of binding under these presents all person(s) into whosoever hands the Apt. may come including whosoever uses, occupies or resides in the Apt. (whether as guest, lodger, caretaker of the Allottee(s) or otherwise) or whosoever the Apt. is let / sold / assigned / gifted / mortgaged / transferred to; does hereby expressly agree, and covenant that:

9.2.1 the Allottee(s) shall use the Apt. or any part thereof or permit the same to be used only for the purpose of residence. He/she/they shall use the Car Parking Space only for the purpose of keeping or parking his/her/their vehicle(s). The Car Parking Space has been exclusively granted to the Allottee(s) for the purpose of parking his/her/their own vehicles and no person(s) other than the Allottee(s) shall be entitled to use or occupy the Allottee's(s') Car Parking Space.

9.2.2 the Allottee(s) shall from the date of taking possession and at his/her/their own cost, maintain the Apt. in good, habitable repair and condition so as to support shelter and protect the other parts of the building in which the Apt. is situated and carry out the necessary and adequate preventive maintenance of its interiors and shall not do or suffer to be done anything in or to the Apt. or to the building housing the Apt. or to the Project that may be against or contrary to the Entity Document(s) or the Local Authority and other authorities.

9.2.3 the Allottee(s) shall make suitable arrangement for removal of debris, rubble and waste arising from any interior decoration, renovation and furniture making or any other allied work in the Apt. In case the debris, rubble or waste is not removed by the Allottee(s) at his/her/their own cost(s), the Allottee(s) shall pay/reimburse to the Promoter, the cost incurred by the Promoter and/or the Entity for removal of such debris, rubble or waste.

9.2.4 the Allottee(s) shall install split air-conditioner(s) or wall air-conditioner(s) only in the designated space(s) provided in the Apt. for the same and shall not install any split air-conditioner or wall air-conditioner or any other type of air-conditioner in any part of the Apt. that protrude/project substantially outside the Apt. or be required to be affixed/installed outside the Apt.

9.2.5 the Allottee(s) shall maintain all electrical, plumbing, cooking gas and other fittings, cables, pipes and conduits in a good and safe condition and state of repair at all times.

9.2.6 the Allottee(s) shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apt. in the compound or any portion of the Project Land and the building in which the Apt. is situated.

9.2.7 the Allottee(s) shall not affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Apt. and/or any of the Buildings and/or in any part of the Project other than the Allottee(s) name plate at the designated place of a size not exceeding the size specified by the Entity.

9.2.8 the Allottee(s) shall not hang clothes, garments or any other thing in the windows, balcony / balconies of or appurtenant to the Apt.

9.2.9 the Allottee(s) or his/her/their agents shall not make holes or drill any openings or install anything that require holes to be drilled or made in the floors, walls, buttresses, bulkheads and abutments or wet areas of toilets, kitchens so as to prevent piercing or cutting of waterproofing layers, gas and water or electrical pipelines / conduits or do anything that could affect the structural integrity and waterproof characteristics of any part of the Apt. or the Car Parking Space.

- 9.2.10 The Allottee(s) undertake(s) that with effect from the date of handover of the oversight of management of GIRIJA GREENS to the MC, the Sewage Treatment Plant (STP) / Solar Water Heating System / Water Pumps / Diesel Generator Set (DG Set) any other system/equipment in the Project shall be operated and maintained in conformity with the statutory regulations governing the operation of such plant and equipment, collectively by him/her/them and the other allottees in the Project, as members of the Entity. The Allottee(s) together with the Entity thus formed shall keep the Promoter indemnified from any liability arising out of non-functioning or violation of law pertaining to the STP, the DG Set and other plant and equipment.
- 9.2.11 Unless the prior written permission of the Entity and/or concerned local authorities is obtained and a copy of the same is lodged with the Entity, the Allottee(s) shall not:
- (i) make any changes / additions / alterations to the elevation, exterior colour and paint scheme and windows, doors, etc. of the Apt. or in the structure of the building housing the Apt.
 - (ii) construct or install additional walls, windows, doors, balconies, external staircases, entrances, exits, etc., or excavate the flooring, or otherwise alter the internal lay-out of the Apt. or the external faces or roof of the building in any manner whatsoever.
 - (iii) construct or install lofts, mezzanine floors, or otherwise increase the Area of the Apt. in any manner.
 - (iv) enclose the balconies, either by glazing shuttering, walling, grill-work or other means and the Allottee(s) shall obtain the Entity's prior written consent before installing or fitting any window or other grills and fitting external air-conditioning units including approval of the grill design, size, location, method of fitment to the Buildings and other aspects .
 - (v) change, alter, increase or install additional flooring or floor / wall tiling, electrical points/kitchen and bathroom plumbing/or sanitation/drainage outlets provided; or chisel, demolish or in any other manner cause damage to the roof, columns, beams, walls, flooring, tiling, ceiling, slabs, RCC or other structural members of the building housing the Apt. or make any internal structural alterations or subdivisions of the Apt., or make constructions of a permanent nature or create additional internal or external walls, doors, windows or openings in the Apt.
- 9.2.12 the Allottee(s) shall be responsible to the concerned local and planning authorities and to the Entity for any violation or breach of any of the aforesaid provisions. In the event of any complaint being made by the Entity and/or the purchasers of the other homes in the Project in respect of any violation or breach of the aforesaid provisions, the Allottee(s) agree(s) to allow the Entity or their nominees/agents access, if required, to the Apt. at any reasonable time for the purpose of investigation of the complaint.
- 9.2.13 the Promoter has installed products / items of equipment / machinery / specifications / finishes in the Apt. and the Project (collectively, the "Products/Items") of a superior standard/marque and that may require competent and specialist agencies, dealers or manufacturers and/or their authorized nominees or professionals that sold/installed these Products/Items to undertake the maintenance, repairs and service thereof by and hence the Allottee(s) shall not agree/subscribe to any action or decision that results in appointment / engagement of unauthorised, sub-standard or substitute / roadside / non-professional providers of maintenance, repair and other services that could undermine the service life, performance, warranty, guarantee or functioning of these Products / Items or that may / could adversely or prejudicially affect the aesthetics / look and feel / quality of the completed Apt. / Project as conceptualized and constructed by the Promoter and its Architect and that formed the basis of / reasons for which the Allottee(s) chose(s) to acquire the Apt. from the Promoter; and for the same reasons, if the Allottee(s) or the Entity, as applicable, carries out work of any repairs / refurbishments / maintenance in the Apt. or Project, respectively all materials, finishes, products / items used for such work shall without variation reflect/match/recreate the design elements, layout, architectural characteristics, look and feel and aesthetics of the Apt. or Project respectively as conceptualized and constructed by the Promoter and its Architect.

9.3 CHANGES AND ADDITIONS: The Allottee(s) shall not:

- 9.3.1 construct, erect or place any grill, barricade, fencing or wall or any structure, obstacle, enclosure, lean-to, awning, roofing, canopy, advertising or other signage at / over / around in front of any doorways, entrances, windows, external walls etc. of the Apt. and the Car Parking Space or above / over / around any part or portion of the Apt., stilt portions, driveways, pathways, car parking spaces or gardens and Common Areas of the Project.
- 9.3.2 construct any structure, shelter, well, pond or make any construction or excavation whatsoever in any part of the garden or Common Areas, nor fence or otherwise enclose the same with any barrier, whether of stone / cement / wood / metal, other than that originally provided and / or installed of by the Promoter, or make any changes / additions / alterations to or in the doors, steps or entrances of the Apt. or the Buildings.
- 9.3.3 change or as a member of the Entity shall not subscribe or agree to any change of the external design or elevation of the Buildings or the Project or his/her/their Apt. in any manner or any other modification/alteration that affects/alters/changes the homogeneity of the Project and its external architecture and design elements as constructed by the Promoter.

If any alteration or work carried out in the Apt. by the Allottee(s) results in leakage into or damage to any other apartment(s) or any other part of the building in which the Apt. is situated, the Allottee(s) alone shall be liable and responsible for repair and restoration of such other apartment(s) and/or the building in which the Apt. is situated within 7 (seven) days from the date of receipt of a written notice from the Entity, and/or from the concerned government, local or public or private bodies or authorities in that regard. All such alteration or work shall be carried out by the Allottee(s) only after certification of an architect and a structural engineer and under their professional supervision; after obtaining permission from the concerned authorities; without consuming any Floor Area Ratio (FAR); and after obtaining permission in writing from the Promoter and the Entity.

- 9.4 **COMPLIANCES:** The Allottee(s) alone shall be responsible and liable to ensure that any/all assignment(s), transfer(s), letting(s), rental and transactions related thereto in respect of the Apt. shall be in compliance and conformity with all applicable central and state laws/statutes.
- 9.5 **DOCUMENTATION:** If and when required or applicable, the Allottee(s) shall compulsorily furnish to the Promoter and the Entity details or certified copies of necessary documentation including but not limited to voter ID or ration card, AADHAR card, passport, PAN (Income Tax Permanent Account Number) card, PIO (Person of Indian Origin) card, OCI (Overseas Citizen of India) card or 'C' Form or in respect of payment(s) made by the Allottee(s) of any amount(s) payable as per and under this Agreement, the Entity Document(s) and the Sale Deed.
- 9.6 **NEW IMPOSITIONS:** In the event that any extraordinary, retrospective or new impositions, premiums, charges, fees, security deposits, betterment charges, development charges, etc. are levied by the local or state or central government authorities or any other tax or amount of a similar nature become(s) payable by the Promoter in respect of the Apt. or the Project, the Allottee(s) shall bear a proportionate share of the same and pay the amount(s) to the Promoter within 7 days of a written notification thereof and notwithstanding the fact that and irrespective of whether, by then, the Apt. may have already been transferred to the Allottee(s). It is agreed that the impositions, premiums, fees, taxes, deposits and charges referred to hereinabove shall only mean and include future payment(s) or impositions levied or demanded in respect of the Apt. and/or the Project and/or its infrastructure after the commencement of construction of the Project. The total consideration is escalation-free, save and except

for any escalations / increases, due to increase on account of development charges payable to the concerned authority and/or any other increase in charges which may be levied or imposed by the concerned authority, Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost, or levies imposed by the concerned 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(s), which shall only be applicable on subsequent payments.

ARTICLE 10

PROMOTER'S REPRESENTATIONS, RIGHTS & OBLIGATIONS

10.1 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER: The Promoter hereby represents and warrants to the Allottee(s) as follows:

- 10.1.1 The Promoter has clear and marketable title with respect to the Project Land; the Promoter has the requisite rights to carry out development of the Project Land. The Promoter has the irrevocable right to enter into and remain in the Project Land together with its manpower, security personnel, materials, and equipment in order to develop the Project Land.
- 10.1.2 The Promoter has been granted the requisite approvals by the concerned authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- 10.1.3 There are no encumbrances upon the Project Land or the Project;
- 10.1.4 There are no litigations pending before any Court of law with respect to the Project Land or Project;
- 10.1.5 All approvals, licenses and permits issued by the Competent Authority with respect to the Project and Project Land 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 Authority with respect to the Project and Project Land 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 the Applicable Law(s) in relation to the Project and Project Land;
- 10.1.6 The Promoter has the right to enter into this Agreement and the Promoter has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- 10.1.7 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Apt. to the Allottee(s) in the manner contemplated in this Agreement;
- 10.1.8 At the time of execution of the Sale Deed, the Promoter shall handover vacant, peaceful, physical possession of the Common Areas of the Project to the Entity;
- 10.1.10 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 Project to the concerned authorities;
- 10.1.11 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 and/or the Apt.
- 10.1.12 The Promoter hereby declares that the Floor Area Ratio (FAR) planned and proposed to be utilised/consumed in the construction on the Project Land is less than the aggregate of the available zonal FAR and free of concessional FAR.

10.2 SAFETY OF PAYMENTS: Subject to the terms and conditions herein, all instalments paid to the Promoter by the Allottee(s) shall, at all times be kept free, saved, protected, defended and harmless by the Promoter from all third-party claims, attachments, liabilities, liens or demands by/from creditors, receivers, claimants or other entity(ies) claiming through

or against the Promoter. The Promoter shall credit to a separate account all amounts received from the Allottee(s) as contribution towards the share of Entity expenses as specified in clause 6.13 and these amounts shall only be utilised for the purposes for which they have been paid. After the Promoter executes this Agreement it shall not mortgage or create a charge on the Apt. 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(s).

10.3 ENFORCEMENT: The rights of the Allottee(s), the Entity and all its members shall be subject to the Promoter's rights under this Agreement, the Sale Deed, the Entity Document(s) and other documents, and be subject to the Promoter's rights in respect of the Project Land and the Project. Any delay or indulgence by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee(s) shall not be treated as a waiver on the part of the Promoter of any of the terms and conditions of this Agreement, nor shall it in any manner prejudice the rights of the Promoter. The Allottee(s) has/ have also confirmed, warranted and covenanted that the provisions, terms and conditions of this Agreement that pertain to the Allottee's(s') use, ownership, occupation, possession and enjoyment of the Apt.; the Project including the Amenities and Common Areas shall survive the execution of the Sale Deed and the Entity Document(s) and be applicable and binding on the parties hereto unless specifically excluded/waived in the Sale Deed and the Entity Document(s).

10.4 CONSTRUCTION SEQUENCE: The Allottee(s) acknowledges, confirms and agrees as follows:

10.4.1 That subject to the other provisions herein and provided that the Stipulated Completion Date specified herein is adhered to, the Promoter shall be at liberty to commence, proceed with or sequence the construction of the buildings in the Project and the Apt. as per the Promoter's time-tables and schedules that could depend on and be dictated by engineering/ technical requirements and exigencies at the site.

10.4.2 That the construction of certain components of the Amenities and external, areas/ portions/ work(s) in the Project could be completed after the Stipulated Completion Date, but not later than 90 days therefrom.

10.5 RECEIPTS AND PAYMENTS BY THE PROMOTER: Any payments remitted by the Allottee(s) to the Promoter's bank account in currencies other than Indian Rupees will be considered as having been made in Indian Rupees as per the prevailing foreign exchange conversion rate applied by the Promoter's bankers. All payments by the Promoter to the Allottee(s) of any amounts under this Agreement including refunds if any, shall be made in Indian Rupees by cheque or other instrument drawn on the Promoter's bank account. All refunds by the Promoter to the Allottee(s) shall be limited to the amounts actually received net of bank transfer charges. The Allottee(s) is/are aware and agree(s) that the Promoter or its solicitors shall not be liable or responsible to refund or make good any taxes, stamp duty, registration fees and other statutory impositions paid or payable by the Allottee(s) or paid to the concerned authorities on behalf of the Allottee(s).

10.6 PERMANENT RIGHTS: The Promoter has and shall always have the following rights:

10.6.1 the right to permanently display a board or illuminated signage on the compound wall at the entrance of the Project as well as an illuminated signage on the roof or open terrace level of the Buildings publicizing/promoting the Promoter and its brand. The Promoter shall have the right to permanently display two other signboards and with the same inscription on the outside wall(s) of the Project. The Allottee(s), the Entity, the MC or any of the owners of apartments in the Project, including the Allottee(s) shall not remove or subscribe to the removal of these signages, even after the handover of oversight of management of the Project to the MC. The Promoter has install a separate electricity meter for the illuminated signages and the Promoter alone shall be responsible for the maintenance of such signages and payment of electricity bills and charges to the local authority in respect of the same. The Entity or anybody that may succeed it shall not impose or be entitled to charge or levy any rent, access fees or other amount(s) of any nature whatsoever, by whatever name called, on/to the Promoter for any of the aforementioned illuminated signages.

- 10.6.2 the right to authorise or depute its representatives, agents, service providers or contractors, as the case may be, to freely enter and access any part and portion of the Project at any reasonable time of day without prior arrangement, even after the formation of the Entity and the sale of all the apartments therein, for the purpose of:
- (a) viewing the Project.
 - (b) repairing, cleaning, testing and keeping in good order and condition the illuminated signages on the roof and terrace of the Buildings.
- 10.6.3 the right of absolute authority and control in respect of the disposal of any unsold apartments that have been allocated to the Promoter in the Project including apartments in respect of which the agreements are cancelled at any stage for any reason and all the Allottee(s) of such apartments shall be admitted as constituents of the Project, without any reservation or conditions whatsoever but subject to payment only of their contribution of the share, the outgoings and Entity expenses on the basis and in the same proportion as may be payable by the other constituents thereof. Taxes, if any and the proportionate share of Entity expenses attributable to the unsold apartments shall be paid by the Promoter on account of the same being unoccupied and in the event of any refund of local taxes, in respect of such unsold apartments, shall be to the credit of the Promoter alone.
- 10.6.4 the right to allot or dispose of any unallocated covered /open parking spaces remaining after allocating covered / open car parking spaces to each of the allottees in the Project and such exclusive right of allotment of covered parking spaces to one or more person(s) of the Promoter's choice shall not be challenged or contested by the Allottee(s). Any apartments that are unsold as on the date of completion of the Project and formation of the Entity shall remain the assets / properties of the Promoter and in respect of which the Promoter shall join the Entity as member(s) and pay the proportionate dues / changes for the same, however the Promoter shall at all times remain in control and ownership of these unsold apartments, car-parks and apartment spaces/ areas.
- 10.6.5 The name of the complex shall always be "**GIRJA GREENS**" and shall not be changed, for any reason whatsoever by the Allottee(s) or their successors in title or the Entity at any time in the future, without the prior written consent of the Promoter.
- 10.6.6 The Promoter alone shall be entitled to use, utilize consume or assign the unutilized originating FAR or remaining FAR, or any additional FAR or advantage, benefit, profit, privilege or development potential that is now available or that may become available in respect of the Project Land on account of relaxations, modifications or amendments to the planning rules and regulations of the Competent Authority or as a result of any special concession that may be granted by the concerned authority(ies) or otherwise. The provisions of sub-clauses 10.6.1, 10.6.2, 10.6.3, 10.6.4, 10.6.5 and 10.6.6 above shall continue to be applicable and binding on the Allottee(s) and the Entity and shall not be changed, amended, modified, diluted or deleted from the Entity Document(s) or any other document of the Entity at any time in the future by the Entity even by 75% or any majority of the voters at a General Body meeting of the members of the Entity or even if the Entity is ever dissolved and replaced or succeeded by another entity of any type/nature whatsoever and even if a new or any other document evidencing/recording the formation and/or registration and/or bye-laws of the new or succeeding entity is drawn up or executed by the members thereof at any time in the future.

ARTICLE 11

INSURANCE & SAFETY

11.1 BUILDING INSURANCE: The Allottee(s) shall not store / use in the Apt. any goods, objects or substances that are of a hazardous, combustible, contraband or dangerous nature, or that may damage the structure of the Buildings or the storage / use of which is likely to be objected to by the concerned authorities and shall not install or carry in heavy objects that are likely to damage the staircase, common passages, elevation, stilt portion or any part of the Project or the building housing the Apt. upon completion of construction, the Buildings and all other structures in the Project shall be adequately and comprehensively insured by the Entity against all risks and possible eventualities including third-party liability in respect thereof.

The Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the Buildings in which the Apt. is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

11.2 CONTENTS INSURANCE: The Allottee(s) alone shall be responsible for adequate and comprehensive insurance of the contents of the Apt. including all his/her/their furniture, fittings and personal effects and such contents-insurance shall commence simultaneous with receipt of possession of the Apt. by the Allottee(s). The Allottee(s) shall not do or permit to be done any act, deed or thing which may render void or voidable any insurance of the Apt. or buildings or Project, or cause any increased premium to be payable in respect thereof.

11.3 INDEMNITY: The Allottee(s) indemnifies(y) and keeps the Promoter forever indemnified at all times against any expenditure, loss or expense arising from any claim, demand, liability, suit or legal proceedings on account of or occasioned by any accident or injury to the Allottee(s) or his/her/their representative(s) or any person(s) visiting the Allottee(s) or his/her/their family, guests or visitors or staff, or all persons claiming through or under the Allottee(s), before or after taking possession of the Apt. and during the occupation, use and enjoyment of the Project, the Common Areas and the Amenities. The Allottee(s) alone shall be responsible and liable for ensuring the strict compliance, by all persons using or occupying the Apt. with all safety and maintenance guidelines, precautions, advisories and warnings in respect of usage / consumption of gas, electricity and other utilities and installations/equipment thereof in the Apt. and usage / enjoyment of the Amenities.

11.4 NO LIABILITY: Neither the Promoter nor the Entity shall be liable to the Allottee(s) or any person whomsoever whether claiming through or under, the Allottee(s) or otherwise:

11.4.1 for or in respect of any loss or damage to any person(s) or property caused by, or through, or in any way owing to a failure, malfunction, explosion or suspension of the elevators, generator sets, hydro pneumatic system, water heaters, electricity supply, telephone, cooking-gas / piping or water supply to the Project or the Apt. or any part thereof or caused by causes / reasons whatsoever.

11.4.2 for or in respect of any loss, damage, inconvenience to any person(s) or property caused by or during the use of / habitation of / entry into / residence in the Apt. or in the development or caused by falling objects or caused by suspension / breakdown / outages / shortages / interruption in supply of utilities and services or from any other cause or reason whatsoever.

11.4.3 for the security or safekeeping or insurance of the Project, or the Apt. or of any person(s) or of the contents and possessions therein.

ARTICLE 12

MISCELLANEOUS PROVISIONS

12.1 NO ORAL VARIATION: All contractual commitments in respect of and including configurations, designs, features, specifications, Extra Items & Changes, time-bound payments, plans, drawings, sizes, etc. of the Apt. and the Project and all the terms and conditions relating thereto shall necessarily be in writing and countersigned by both parties to be valid and binding and neither party shall plead any oral variation thereof. The Promoter and the Allottee(s) agree(s) that changes, modifications, waivers, amendments, addenda if any, of / to the terms, conditions, clauses herein and all agreement(s) between the Allottee(s) and the Promoter shall in order to be valid and binding be in writing and countersigned by both parties, and no party shall plead any oral variation thereof. All details in respect of Extra Items & Changes such as sizes, features, dimensions, placement / materials / specifications / equipment / installations if recorded in email communications shall be explicitly confirmed and agreed to by the Promoter and quantified, billed and paid for by the Allottee(s) in order for the Extra Items & Changes to be deemed / considered as having been accepted by and

agreed to be undertaken by the Promoter, but subject to the other terms and conditions herein.

12.2 ENTIRE AGREEMENT: This Agreement and any other writing(s) duly agreed and countersigned by both Parties shall constitute the only agreement and comprehensive contract between the Allottee(s) and Promoter in respect of specifications, designs, dimensions, features, timelines, Amenities and facilities of the Apt. and the Project and shall supersede all documents, brochures and writings whatsoever, if any executed or exchanged by and between the parties hereto prior to the execution hereof. The Allottee(s) expressly admit(s), acknowledge(s), confirm(s) and agree(s) that:

- 12.2.1 promotional and advertising material including but not limited to brochures, flyers, website data, mobile phone communication, videos, walk through, computer generated images and pictures or other marketing collateral and other digital and non-digital and communication(s) exchanged between the Parties prior to the execution hereof whether in respect of the Apt. or its specifications, internal layouts or plans and depictions of the Apt, the Project and its Amenities shall not form part of this Agreement.
- 12.2.2 the walkthrough, computer generated images in the brochure and other static/interactive promotional/marketing material are artist's impressions and depict the anticipated appearance and features of the Project. Specifications, designs, dimensions, features, amenities and facilities are indicative and depicted therein for representative purposes only and the Promoter shall be at liberty to make changes and improvements in actual colours, textures, finishes, materials, spec, look and feel of the elevations, interiors, exteriors and other elements of the Apt., the Buildings and the Amenities and Common Areas provided that these changes/improvements do not affect the Apt. or the Project adversely.
- 12.2.3 Save and except for those Extra Items & Changes that have been mutually agreed and recorded in writing by the Parties, the specifications and features of the Apt., the Project and the Amenities in Schedule IV hereunder shall comprise and constitute the only, definitive list / itemization of specifications, features and Amenities to be provided to the Apt. and the Project.
- 12.2.4 Other than such terms, conditions and provisions as are contained or incorporated in this Agreement, no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained or given in the promotional material or in any correspondence or other writing or document, by the Promoter or their representative, as the case may be, to the Allottee(s) and/or his representatives shall be valid. No verbal assurances/commitments given by any person at the Project site or by the Promoter's representatives shall be considered to be an assurance/commitment made by the Promoter and only the written assurances/commitments recorded in this Agreement shall be valid and binding on the Promoter.
- 12.2.5 The Promoter's brochures/promotional material/advertisements/digital and conventional marketing materials and walkthrough video have not served or acted as inducements to the Allottee(s) to enter into this Agreement and his/her/their decision to purchase the Apt. is subsequent to his/her/their visits, accompanied by the Promoter's representative(s), to numerous complexes developed by the Promoter since 1988, in order to personally inspect these past developments and satisfy himself/herself/themselves regarding the build quality and construction standards of the Promoter and gain a direct, first-hand visual perspective and idea of how the Project and the Apt. will look on completion of its construction.
- 12.2.6 The furniture-layout depicted in print or digital form including computer generated images, walkthrough videos and other promotional / marketing material and collateral is strictly for the purpose of indicating and suggesting possible or optimal positioning and installation by the Allottee(s) of his/her/their furniture in the various rooms of the Apt. and the Allottee(s) has/have entered into this Agreement fully aware and cognizant of the fact that the furniture and other elements of interior decoration depicted therein/thereby shall not and are not intended to be provided or installed by the Promoter at its cost and is/are not included in the price/purchase consideration of

the Apt.; and upon receipt of possession of the Apt. the Allottee(s) will install his/her/their furniture and other elements of interior decoration in the Apt. at their cost.

12.3 SAFETY AND DISCIPLINE: The Allottee(s) shall monitor the progress of construction of the Apt. by viewing Goa RERA website on which the progress report and photographs of the construction of the Apt. will be updated periodically by the Promoter and if possible also the Promoter's website (www.girijaestates.com) as and when requested by the Allottee(s). The Allottee(s) has/have agreed and understood that during the period of construction, the Allottee(s) and/or his/her/their family member(s) or any other person(s) claiming to be authorised by the Allottee(s) shall not enter the Project site and/or Buildings till 30 days before Stipulated Completion Date and any visit during this period by the aforesaid person(s) shall be with prior appointment; shall be subject to the Promoter's rules regarding the timing of and safety precautions during such inspections; and shall be solely at the risk of the Allottee(s). The Promoter's Project engineers and other staff at the site shall not be obliged to respond to Allottee's(s') enquiries during the visit as the staff is expected to focus primarily on timely and quality construction.

12.4 TERMINOLOGY: The titles / headings and grouping of articles, sections, provisions and clauses contained herein are only for ease of reference and are not intended to define, limit, categorize, amplify or describe the scope, interpretation or intent of any provision, article or clause of this Agreement. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender includes the other genders, the singular includes the plural and vice versa.

12.5 SETTLEMENT OF DISPUTES: Any dispute(s) arising between the Parties to this Agreement whether in relation to the interpretation of its clauses and conditions, or to the performance of these presents or concerning any act or omission of either Party to the dispute(s), or to any act which ought to be done by the Parties in dispute, or in relation to any matter whatsoever concerning this Agreement shall be settled amicably. In case of failure to settle the dispute amicably, the provisions of Applicable Law shall apply. This Agreement is on principal to principal basis between the Allottee(s) and Promoter and hence at all times will remain so and any differences between the Parties will be resolved on the basis of the process mentioned herein. The Promoter is not obliged to respond to or exchange communications with any group of allottees prior to the formation of the Entity. In respect of all matters or issues pertaining to the Allottee's(s') apartment, the Promoter shall respond to and communicate with the Allottee(s) alone. In respect of any matters/issues pertaining or relating to the Apt. the Promoter shall only respond to the Allottee(s) named herein or his/her/their duly constituted and authorized representative.

12.6 SEVERABILITY AND JURISDICTION: If at any time, any provision of this Agreement is determined to be invalid or unenforceable under the Applicable Law(s) or under directions or orders of any judicial or other Competent Authority 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 Applicable Law(s), as the case may be, however the validity or enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby and this Agreement shall continue in full force and effect as if it had been executed without the invalid or unenforceable provision. 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. The Promoter and the Allottee(s) also agree(s) that all matters and litigation if any, arising from or concerning this Agreement shall come under the exclusive jurisdiction of the Courts in Goa. The Promoter and the Allottee(s) shall comply with the provisions and stipulations of The Real Estate (Regulation and Development) Act, 2016 and the rules, regulations, notices and circulars framed/issued thereunder, as amended/notified from time to time. Any clause in this Agreement found to be contrary to or inconsistent with any provisions of Applicable Law(s) shall be void ab-initio.

12.7 MULTIPLE/JOINT ALLOTTEE(S): In the event of there being two or more persons collectively named herein as 'Allottee', each hereby agrees that all references to 'Allottee' in this Agreement shall mean each and all of them and all of the obligations and liabilities of the persons collectively named as 'Allottee' herein are joint and several and the Promoter shall not be obligated to determine each of the constituent person's obligations but may pursue each of them severally. Any person named herein as one of the Allottee(s) who signs the Possession Certificate or other documents referred to/ specified herein shall be deemed to be the representative and duly authorized signatory signing on behalf of all the other persons named as 'Allottee'.

12.8 THIRD PARTIES: This Agreement will be binding upon and endure to the benefit of the Promoter, their administrators, successors and assignees and will be binding upon and endure to the benefit of the Allottee(s), his/her/their legal heirs, executors, administrators successors, transferees and permitted assignees.

12.8.1 This Agreement is for the sole benefit of the Parties hereto. No Party's obligations are for the benefit of any third party and no third party acquires any enforceable rights with respect to this Agreement. Any rights, liens or claims of the HFI's that are permitted by the Promoter to extend home-loans / finance to the Allottee(s), shall be subordinate and subject to the Promoter's lien over and rights and claims in respect of the Apt.

12.8.2 In the event of a default by the Allottee(s) on any home-loan/ finance permitted as above, the Promoter reserves the right to terminate the Agreement and, as provided for herein, refund all monies that the Allottee(s) / HFI has advanced to the Promoter.

12.9 GRANT: Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of any right, title or interest in or to the Apt.; the Project; the Project Land or any part or portion thereof. The Allottee(s) shall have no claim save and except in respect of the Apt. hereby agreed to be sold to him/her/them and all open spaces, covered car parking spaces, lobbies, staircases, and recreation spaces will remain the property of the Promoter and the Project Land shall also remain the property of the Promoter until, as the case may be, the said structure of the Buildings and the Project Land is/are transferred to the Entity, or the Undivided Rights are conveyed to the allottees of all the apartments in the Project.

12.10 CHEQUES RETURNED UNPAID: It is specifically agreed and understood that the Allottee(s) shall make arrangements for sufficient funds to honour all cheques issued towards payment by the Allottee(s) to the Promoter of all amounts under this Agreement and in the event of any cheque being returned unpaid, the Allottee(s) is/are stopped from taking a defence that the same was not issued in discharge of a legally recoverable liability or that no liability existed as on the date when the cheque was presented for collection by the Promoter. The Allottee(s) has/have agreed and confirmed that the Promoter shall be entitled and authorised to recover any charge / penalty / fee levied by the Promoter's bankers consequent to the cheques being returned unpaid.

12.11 STAMPING OF AGREEMENT: The Allottee(s) alone shall be liable to bear and pay the full value of stamp duty, registration fee and other charges specified in Schedule III(B) below or penalties, if any that the concerned authority may levy or assess as payable on this Agreement, the Sale Deed and all other documents. The requisite stamp paper may be purchased in the name of the Allottee(s). The Allottee(s) or his/her/their duly constituted attorney shall then execute the stamped document and comply with the registration requirements thereof. In the event that the Allottee(s) avails of a home loan the original shall be handed over to the HFI. The Allottee(s) is/are aware that the stamp paper to be bought in the Allottee's(s') name, is non-transferable and that stamp duty and other statutory payments/impositions will not be refunded by the concerned authorities(y) or by the Promoter. The Allottee(s) also hereby undertake(s) to pay the Stamp Duty, as may be applicable including any increase or decrease thereof mandated by the concerned authorities and the Promoter shall in no way be liable in respect of the Stamp Duty liability and any consequences of non-payment of correct Stamp Duty or delayed payment by the Allottee(s).

12.12 REGISTRATION: The execution of this Agreement shall be complete only upon its execution by the Allottee(s) and the Promoter through its authorised signatory at the Promoter's office or at some other place, which may be mutually agreed between the Promoter and the Allottee(s), after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution, this Agreement shall be registered at the office of the Jurisdictional Civil cum Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed. The original of this Agreement is handed over to the Allottee(s) and the responsibility for getting an appointment for registration is of the Allottee(s) alone, however the Promoter shall facilitate the Allottee(s) in this respect. The Allottee(s) shall at his/her/their own initiation, cost and expenses, present and lodge this Agreement as well as the Sale Deed for registration with the Jurisdictional Civil cum Sub-Registrar and admit execution of the same within the time limit prescribed under the Registration Act and herein and the Promoter undertakes to make its duly authorised signatories available to admit the execution thereof. The Allottee(s) shall notify the Promoter as to the earliest date on which the Allottee(s) can register this Agreement after stamping it to the requisite value specified in Schedule III(B) below and the Promoter, upon being duly notified of by the Allottee(s), shall depute its duly authorized signatory to be present at the Civil cum Sub-Registrar's office accordingly. The Allottee(s) is/are aware and has agreed that the Promoter shall facilitate the registration of the Sale Agreement and Sale Deed on a 'best effort' basis and that any appointment(s) taken on the Allottee's(s') behalf or given by the Civil cum SubRegistrar are subject to change and the availability of the concerned official(s) on the appointed date/time. The receipt by the Promoter of the Stamp Duty, Registration Fee and Legal fees in its bank account for such facilitation shall not mean and be construed as receipt of these amounts by the Promoter. The Promoter has not charged any service charges for such facilitation. A copy of the registered document shall be lodged with the Promoter. If the Allottee(s) fails or neglects to present and lodge this Agreement for registration and admit execution thereof within the specified period for any reason whatsoever, the Promoter will not be liable or responsible for the non-registration of this Agreement and for the consequences arising therefrom, nor shall the Promoter be liable to pay any penalty for their late attendance to complete the registration formalities. The consequences of not lodging this Agreement for registration shall be that of the Allottee(s) exclusively and the Promoter is hereby indemnified against any consequences arising out of the nonregistration of this Agreement. The Promoter shall not be responsible or liable, in any manner, for any change / postponement / cancellation of scheduled dates and time for registration of the documents or for any revised estimation /adjudication of the Apt. / documents by the Civil cum Sub-Registrar for the purpose of levy of Stamp Duty. If, as a consequence of any delay(s) by the Allottee(s) in registering this Agreement, the Promoter is prevented under Applicable Law(s) from receiving/accepting any instalment(s) of payments of purchase consideration by the respective due date(s), the Allottee(s) shall be bound and liable to pay interest to the Promoter at the rate specified herein on all such delayed or unpaid instalments, without prejudice to the other rights of the Promoter as provide for herein.

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

12.14 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) sign(s) and deliver(s) this Agreement with all the schedules along with the payments due as stipulated in the Schedule III(A)1(c) within 30 (thirty) days from the date of receipt by the Allottee(s). The Allottee(s) shall appear for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fail(s) to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and

when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee(s), the Promoter shall, at its discretion, treat the application/allotment in favour of the Allottee(s) as cancelled and all sums advanced by the Allottee(s) in connection therewith including the booking amount shall be returned by the Promoter to the Allottee(s) without any interest or compensation whatsoever.

12.15 CHANGING/EXCHANGING OF APARTMENT: If the Allottee(s) request to change/exchange his/her/their apartment for another apartment in the Project, before execution of the Sale Deed and the Promoter, at its sole discretion, accepts this request then the Allottee(s) shall pay to the Promoter the administrative charges of Rs. 50,000 (Rupees Fifty thousand). GST, Stamp Duty and Registration Fees applicable to or leviable on the exchange shall be paid by the Allottee(s).

12.16 NOTICES: Any communication, notice under this Agreement shall be in writing and sent to the addresses of the Parties as specified below. Any change of address by any Party shall be intimated to the other in advance 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(s), as the case may be. Where necessary, all email correspondence shall be backed up by a hard copy of the communication that shall be sent by post to the other Party. 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/her/them which shall for all intents and purposes to consider as properly served on all the allottees. All notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by Registered Post A.D and notified Email ID / Under Certificate of Posting. It shall be the duty of the Allottee(s) and the promoter to inform each other of any change in the email and postal address specified below, subsequent to the execution of this Agreement, by Registered Post failing which all communications and letters posted or emailed at the below address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be and the same shall be considered valid and binding. In the event that there are joint/multiple purchasers herein all communications and/or any notice(s) shall be sent by the Promoter to the Allottee(s) whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s). At the Allottee's(s') request and express direction, the Promoter has agreed not to divulge his/her/their name and contact detail(s) until such time as he/she/they complete the payments of all amounts due under this Agreement and he/she/they execute and register his/her/their Sale Deed.

Address for Communication

a) THE PROMOTER

Address for communication: **M/S GIRIJA ESTATES PVT. LTD.**

Shop No. S- 6 (H.No. 4/211/A6), Anand Vihar, Billao, Pedem,
Mapusa, Bardez, Goa.

Telephone : +91-----

Email : info@girijaestates.com

Website : http://www.girijaestates.com

Registered address: Office at S- 6, 7, and 8, Anand Vihar, Billao, Pedem, Mapusa, Bardez, Goa.

b) THE ALLOTTEE(S)

Address for communication: _____

Email : _____

Mobile : _____

SCHEDULE I
(THE PROJECT LAND)

The Project Land collectively comprises of the two amalgamated property/ plots, surveyed under survey Nos. 4/21 and 4/22, admeasuring 1175 sq.mts and 1250 sq.mts respectively (both altogether admeasuring 2425 sq.mts), situated at Tivim Village of Bardez, North Goa, State of Goa thereabouts and are described in detail as follows:

SCHEDULE I-A

All that property known as "BAZAR PETH' also known as 'VOLVONECHEM GALLOUM" surveyed under Survey no. 4/21, admeasuring an area of 1175 sq.mts. of Village Tivim, Bardez Goa, situated at Village Tivim, Taluka Bardez of District of North Goa, State of Goa, registered in the Land Registration Office under no.4517, and is bounded as under;

North: by property bearing Survey no. 4/18.

South: by road;

East: by property bearing Survey no. 4/22;

West: by property bearing Survey no. 4/20-A.

SCHEDULE-I(b)

All that Property known as 'BAZAR PETH' OR 'VOLVONECHEM GALLOUM" admeasuring 1250 sq.mts. , bearing Survey no. 4/22 of Village Tivim, Bardez Goa, situated at Village Tivim, Taluka Bardez of District of North Goa, State of Goa, registered in the Land Registration Office under no.4517, and is bounded as under;

EAST:- BY road

WEST:- By survey No. 4/21

North By Survey No. 4/18

SOUTH:- By Road.

SCHEDULE II (DESCRIPTION AND AREAS OF THE APARTMENT)

(1) Description of the Apt.: The Apartment comprises of the _____ apartment numbered ' _____ ' on the _____ floor in Building ' _____ ' in the Project known as **GIRIJA GREENS** having the layout and configuration depicted in the plan annexed hereto.

(2) Area(s) of the Apt.:

- a. The Apt. has an Area of _____ sq. mts. Wherever used in this Agreement, the term Area (with letter 'A' in uppercase) shall mean the Carpet Area of the Apt. as defined under clause (K) of Section 2 of the Real Estate (Regulation and Development) Act, 2016 and the Rules & Regulations made thereunder. Any changes, amendments, clarifications or modifications in or of the definition and mode of computation of Carpet Area under the aforesaid Act or Rules & Regulations thereunder shall, subject to the other terms and conditions herein, have no bearing on and make no difference to the purchase consideration agreed to be paid hereunder.
- b. The Apt. shall have an exclusive balcony area of _____ sq. mts. and an exclusive open terrace area, if any, of _____ sq. mts.

- c. The Apt. has an Aggregate area of ____ sq. mts.. The Aggregate is the sum of the Area of the Apartment, the exclusive balcony area, and the exclusive open terrace area, if any.
- d. The Apt. has a Saleable Area of ____ sq. mts., where Saleable Area, also known as superbuilt up area is the sum of the built-up area of the Apt.; the proportionate cross-section area of the Apt.'s walls; the pro-rata area share of the entrance and floor lobbies, passageways, elevator shafts and staircase block cross-sectional areas and Common Areas and structures in the building housing the Apt. covered walkways etc.; the area of balconies and bay windows having tiles and railings; the area of lofts and attics (if any) in the Apt.; the proportionate share of the areas of the common structures comprising the Amenities and infrastructure such as security guard cabin, utility room; the proportionate share of the access to the terrace, overhead water-tank and elevator rooms; but Saleable Area excludes the Car Parking Space attributable to the Apt.

SCHEDULE III (PURCHASE CONSIDERATION, STAGE PAYMENT SCHEDULE, STAMP DUTY/REGISTRATION FEE/LEGAL FEES AND PROVISIONAL ANNUAL EXPENSES)

(A) PURCHASE CONSIDERATION AND PAYMENT STAGES:

- 1(a) (i) The Allottee(s) hereby agree(s) to purchase from the Promoter and the Promoter hereby agrees to sell the Allottee(s) the Apt. for the consideration of Rs.
- (ii) The Promoter has hereby agreed to allot to the Allottee(s) and the Allottee(s) has/have hereby agreed to the allotment of the Car Parking Space attributable to the Apt. that bears no. ____ situated in the space marked on the plan annexed hereto.
- 1(b) The total aggregate consideration for the Apt. and its components, including the aforesaid Car Parking Space is Rs.____/-, the Car Parking Space being allotted/attributed to the Apt. free of charge and without consideration.
- 1(c) The Allottee(s) has/have paid on or before execution of this Agreement a sum of Rs. _____ (Rupees _____ only), not exceeding 10% of the total consideration, as advance payment and hereby agree(s) to pay to the Promoter the remainder amount of Rs.(Rupees) according to the following schedule:-

Stage Payment Schedule:

- i. Amount of Rs./- (Rupees _____ only) (15% of the total consideration) to be paid to the Promoter on completion of the Plinth of the respective building / Block or onwhichever is earlier.
- ii. Amount of Rs./- (Rupees _____ only) (9% of the total consideration) to be paid to the Promoter on completion of 1st Slab (First floor base slab) of the respective building / Block or on whichever is earlier.
- iii. Amount of Rs./- (Rupees _____ only) (9% of the total consideration) to be paid to the Promoter on completion of 2nd Slab (Second floor base slab) of the respective building / Block or on whichever is earlier.
- iv. Amount of Rs./- (Rupees _____ only) (9% of the total consideration) to be paid to the Promoter on completion of 3rd Slab (Third floor base slab) of the respective building / Block or on whichever is earlier
- v. Amount of Rs./- (Rupees _____ only) (9% of the total consideration) to be paid to the Promoter on completion of 4th Slab (Fourth floor base slab) of the respective building / Block or on whichever is earlier

vi. Amount of Rs./- (Rupees _____ only) (9% of the total consideration) to be paid to the Promoter on completion of 5th Slab (Roof slab) of the respective building / Block or on whichever is earlier

vii. Amount of Rs./- (Rupees _____ only) (10% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the Apartment, Sanitary fittings, staircase, lift well lobbies upto the floor level of the said Apartment of the respective building / Block .

viii. Amount of Rs./- (Rupees _____ only) (5% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the respective building / Block.

ix. Amount of Rs./- (Rupees _____ only) (10% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain to the respective building / Block.

x. Balance Amount of Rs./- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee(s) on or after receipt of occupancy certificate or completion certificate.

1(d) The Allottee(s) has/have agreed that the precise chronology, order or sequence of the stages of construction specified above may change as the work progresses at the Project site. The Promoter is not bound to follow the precise chronological order or sequence of any of the stages/milestones of construction and is entitled to merge or consolidate the demand notice(s) in respect of two or more of the instalments at its sole discretion by alternating, interchanging or simultaneously executing, aggregating or consolidating the individual stages of work specified above as may occur for technical or engineering reasons or requirements at the Project site. The Allottee(s) has/have agreed that consequently the quantum of payment of and the precise number of instalments may vary from the Stage Payment Schedule hereinabove.

1(e) The stages of construction specified in 1(c)(i) through 1(c)(xii) refer, as the case may be, to the completion of work in the Apt. or the building in which the Apt. is situated.

1(f) The total consideration above excludes taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apt. Goods and Service Tax (GST) will have to be paid by the Allottee(s), over and above the stage wise payments mentioned above, at the applicable rate of tax at every stage of payment.

1(g) The right to use and enjoy the Amenities and Common Areas; and the ownership of the Undivided Rights shall be conveyed to the Allottee(s), free of cost and without consideration, along with the conveyance of the Apt.

1(h) The Car Parking Space is an integral component of and attributable to the Apt. and shall not at any time, or in any manner whatsoever be sold, disposed of or dealt with independent of the Apt. or transferred or alienated as a discrete unit that is distinct or separate from the Apt.

(B) STAMPDUTY, REGISTRATION FEE AND LEGAL FEES:

All statutory impositions, namely GST, Stamp duty, Registration fees and any other amounts that might become payable as provided for in clause 9.6 above shall be promptly paid by the Allottee(s) at the required times and as per the State/Central Government or other stipulations and rates prevailing on the date(s) on which the payment of such impositions is/are to be made to the concerned authority(s). The amounts and rates of these impositions as specified in this Agreement are only tentative and are subject to revision by the concerned authorities. If any higher rate thereof is levied by the concerned authorities at any time after the date of this Agreement, the

resulting differential/higher amount will have to be paid by the Allottee(s) when called upon to do so.

Stamp Duty, Registration Fees and Legal Charges shall be paid by the Allottee(s) in two stages as follows:

1) At the stage of execution of this Agreement:

- a) Stamp duty @ 2.9%: Rs. ____/- (Rupees _____ only).
- b) Registration fees Approx: Rs. 1,500/- (Rupees One thousand five hundred only).
- c) Legal Charges: payable to the solicitor for the drafting, preparation and registration of the Sale Agreement: Rs. 10,000/- (Rupees Ten thousand only).

2) At the stage of execution of the Sale Deed:

- a) Stamp duty @ ____%: Rs. ____/- (Rupees _____ only).
- b) Registration fees @ ____%: Rs. ____/- (Rupees _____ only).
- c) Legal Charges: payable to the solicitor for drafting, preparation and registration of the Sale Deed: Rs. 20,000/- (Rupees twenty thousand only).
- d) Proportionate Infrastructure & development fees: Rs ____/- (Rs _____ only)
- e) Society formation charges Rs 10,000/- (Rs Ten thousand only)
- f) Electricity deposit, meter and connection charges, house tax etc on actual.

The amount of Stamp Duty and Registration Fees are specified herein on the basis of currently prevailing rates and are subject to revision as aforesaid.

(C) SHARE OF PROVISIONAL ANNUAL EXPENSES:

Wherever in this Agreement it is stipulated that the Allottee(s) has/have to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the Area of the Apt. to the total area of all the apartments in the Project or as decided by the Entity.

The provisionally quantified, proportionate share of expenses of **GIRIJA GREENS** for the first 12 months, to be paid by Cheque/DD by the Allottee(s) upon taking possession of the Apt. is Rs. _____ (Rupees _____).

SCHEDULE IV

STANDARD SPECIFICATIONS OF THE APT. AND THE AMENITIES

- a) **GENERAL NOTE ON MATERIALS & METHODS:** The Promoter shall be at liberty to adopt / employ / use, partially or wholly, state-of-the-art and alternate contemporary construction technologies / materials / methods and items used worldwide – viz., (but not limited to) pre-built pre-fabricated walls, lost-in-place centering / shuttering systems, external and internal, dry / wet walls / boarding and/or cladding, sub-tile structures and/or bases, roofing systems, alternative MEP [mechanical, engineering, plumbing, low voltage, etc.] contemporary technologies etc. (which might supplement / replace / complement the other specifications mentioned herein) wherever recommended or needed as per site conditions / promoter's or architect's judgement and supply exigencies to improve the quality / functionality of the product / home and the comfort of the occupants / make up for non-availability of materials or materials of the right quality / reduce operating expenses and enhance serviceability and resale value of each item, whether named below or not, but provided that the Apt. is not adversely affected.
- b) **STRUCTURE OF THE BUILDINGS:** RCC (reinforced cement concrete) framed structure with RCC beams, columns, slabs. Plinth. Masonry with laterite stone / concrete block / clay block / brick / fly ash bricks / ACC / AAC / CAT / light weight blocks (either solid or hollow). Internal partition walls of 3" to 6" thickness, and external walls of 6" to 9" thickness. Dry wall cladding or

alternative contemporary walling solutions may be used in some locations. Roof structure of slab (RCC), the roof shall in part be overlaid with galvalume/ slate or equivalent or waterproof sheets and/or membrane waterproofing systems or with conventional waterproofing system or with clay or equivalent tiles laid thereon or alternate contemporary technologies and open to sky sundecks and the remaining part.

- c) **SURFACES:** Internal walls with a gypsum-based POP or Ready Lambi or Cement based putty or equivalent wall punned plaster finish, painted with acrylic emulsion paint or equivalent. External walls with a double coat, of sand-faced cement plaster painted with exterior paint.
- d) **DOORS & WINDOWS:** Casement or sliding type shutters and frames white or colored or powder coated / anodized / coated aluminum or alternative contemporary materials wherever applicable. Glass in all windows. Internal door frames in layered ply / constituted wood / timber / UPVC / WPC / fiberglass or equivalent. Doors will be either timber / Masonite / raised panel / HDF / membrane / skin / wood plastic composite / FG or alternative contemporary materials, finished / flush / Laminated / panel type or equivalent and, if wooden, oil painted internally and externally. All doors/windows will be self-finished or oil-painted or polished (where applicable), depending on the material used. The doors and windows will not have grills.
- e) **IRONMONGERY:** All doors and windows with brass / stainless steel or similar hinges and fittings. Night latch on the main door. Mortise / tubular / or similar locks on all bedroom doors.
- f) **FLOORING:** Flooring in vitrified tiles except for bathrooms. Skirting of the same material of 3" height. Make Somany / Simpolo etc or equivalent. Bathroom Flooring in antiskid Ceramic tiles or equivalent, wall dado in Glazed / ceramic tiles.
- g) **KITCHENS:** Granite / Natural stone or artificial material worktop resting on brick or Kadappa stone support. 14" to 24" high dado/back-splash tiles above the worktop it and wall-mounted above it. Inlaid stainless-steel sink with cold-water tap. Built-in power-sockets and plumbing provision for gadgetry (Appliances and white goods not provided).
- h) **TOILETS, PLUMBING AND SANITATION:** Concealed plumbing with chrome-plated brass/ABS fittings and hot-cold water mixer taps / Diverters etc of Jaquar /ESSCO or equivalent make. E.W.C. commode and wash-basin in white/ivory/bone equivalent ceramic sanitary ware of Jaquar/ ESSCO/Cera/Hindware or equivalent. Floor tiling, with ceramic wall-tiling from skirting to door height.
- i) **ELECTRICAL INSTALLATIONS:** single-phase / three-phase (as mandated) power with concealed wiring with an adequate number of light points, fan points, switches and sockets in each room Anchor / Legrand / Havells / L&T or equivalent (Lights and fans not provided). Electric supply from Electricity Department subject to their terms and conditions of installation and availability / release / sanction / connection / installation of electric supply or transformer, electricity cables, meters etc. thereof. Electrical wires and cables of Polycab / Finolex/ Great white / Havells/ KEI / RR Kabel etc or equivalent.
- j) **WATER SUPPLY:** H.D.P.E. / CPVC / uPVC / kitec / contemporary pipes, subject to terms conditions of supply of Water Department / Public Works Department (PWD) and availability / release / sanction / connection of water supply. Solar heaters for hot water supply.
- k) **INFRASTRUCTURE:** If mandated, sewage treatment plant or connection to sewer mains where possible and elevators.
- l) **AMENITIES:** Landscape garden, Solar hot water.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first hereinabove written.

SIGNED AND DELIVERED by the
within named PROMOTER
Represented by its Director
and duly authorised signatory _____

SIGNED AND DELIVERED by the
within named ALLOTTEE(S) _____

IN THE PRESENCE OF THE WITNESSES:

1. _____

2. _____

THE ANNEXURES AND PLANS OF THE APARTMENT ARE AN INTEGRAL PART OF THIS DOCUMENT

ANNEXURE – A (LIST OF DOCUMENTS IN THE DOSSIER HANDED OVER TO THE ALLOTTEE(S), THE RECEIPT OF WHICH IS ACKNOWLEDGED BY HIM/HER/THEM)

1. Authenticated copy of the certificate of registration of the Project under the Real Estate (Regulation and Development) Act, 2016.
2. Authenticated copy of Title Report issued by the solicitors of the Promoter.
3. Authenticated copy of relevant revenue record and title deeds of the plots comprising the Project Land showing the nature of the title of the Promoter.
4. Authenticated copies of the building plan of the Project as sanctioned and approved by the concerned Competent Authority according to which the construction of the Buildings and open spaces are proposed to be provided for in the Project.
5. Authenticated copies of the plans and specifications of the Apt. agreed to be purchased by the Allottee, as sanctioned and approved by the Competent Authority.
6. Authenticated copy of the Development Permission Order issued by the Competent Authority on -----
7. Authenticated copy of the Construction License issued by the Local Authority on -----

**ANNEXURE – B
(FLOOR PLANS)**