

AGREEMENT FOR SALE

This Agreement for Sale (“**Agreement**”) is executed at Panaji Goa, on this ___ day of _____, in the year Two Thousand and Eighteen (__/__/2018).

BY AND BETWEEN

M/S. ALCON CONSTRUCTIONS (GOA) PVT. LTD., a Private Limited Company incorporated under the provisions of the Companies Act, 1956, having its registered office at Sukerkar Mansion, 1st Floor, Panaji, Goa, Holding PAN Card No.AABCA7592F, represented in this Act by its Director **MR. AAKASH N. N. KHAUNTE**, son of Shri Nanda Sadassiva Naique Counto, 36 years old, married, business, Indian National, residing at 503, Gurudatta Apartments, M. G. Road, Panaji, Goa and having Aadhar Card No. 5511 544 0269, authorized by virtue of board resolution dated _____ hereinafter referred to as the “**PROMOTER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and / or permitted assigns) of the **ONE PART**.

AND

Mr. / Mrs. _____, (Aadhar no. _____) son / daughter of _____, age _____ years, married, (occupation), residing at _____, holding PAN Card No. _____ and Aadhar Card No. _____, hereinafter referred to as the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, successors-in-interest and/ or permitted assigns) of the **OTHER PART**.

The PROMOTER and ALLOTTEE shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. The PROMOTER is the absolute and lawful owner of the property known as “**CAVATEACHEM XETT**”, situated at Taleigao , within the jurisdiction of the Village Panchayat of Taleigao, Sub-District of Ilhas of the District of Goa, surveyed under Survey No. 112/1 admeasuring 362.00 sq.mtrs and 112/2 admeasuring 12,931.00 sq.mtrs of Village Taleigao and is registered in the Land Registration Office of Ilhas under No. 11645 at page

180V, of Book B-39 New and enrolled in the Taluka Revenue Office of Ilhas under No. 77, which property is hereinafter referred to as the “**SAID LARGER PROPERTY**” for the sake of brevity and convenience and the said Larger Property is better described in Schedule-I hereto.

B. AND WHEREAS by Deed of Sale dated 14-11-2006, registered under No. 575 at pages 233 to 271 of Book No. I, Volume No. 1759 dated 02/03/2007, at the Office of the Sub-Registrar of Ilhas, entered into between Mrs. Anjali Nagesh Karpe as the Owner/Vendor and M/s. Alcon Construction (Goa) Private Limited, as the Purchaser and M/s. Alcon Developers as a Confirming Party therein and by another Deed of Sale dated 01-03-2007, registered under No. 1217 at pages 234 to 276 of Book No. I, Volume No. 1791 dated 08/05/2007, at the Office of the Sub-Registrar of Ilhas, entered into between Mr. Vassudev Dhakuli Shirodkar and his wife Mrs. Surekha V. Shirodkar as the Owners/Vendors and M/s. Alcon Construction (Goa) Private Limited., as the Purchaser and M/s. Alcon Developers as a Confirming Party therein, **M/S. ALCON CONSTRUCTION (GOA) PVT. LTD.**, acquired the absolute right, title, interest and possession of the said Larger Property “**CAVATEACHEM XETT**”, situated at Taleigao, within the jurisdiction of the Village Panchayat of Taleigao, Sub-District of Ilhas of the District of Goa, surveyed under Survey No. 112/1 admeasuring 362.00 square meters and 112/2 admeasuring 12,931.00 square meters. The title of the PROMOTER to the said Larger Property described in Schedule I is set out in the Certificate of Title issued to the PROMOTER by their Advocate which Certificate of Title is annexed hereto as ANNEXURE I.

C. AND WHEREAS the part of the said Larger Property has been acquired by Executive Engineer, Works Division III (PHE N), Public Works Department, Government of Goa to the extent of 128 square meters and upon acquisition, the said acquired portion has been allotted separate Survey No. 112 sub-division 2-A of Village of Taleigao. The portion acquired from the said Larger Property admeasuring an area of 128.00 square metres bearing Survey No. 112 sub-division 2-A of village Taleigao is better described in SCHEDULE -II hereto and hereinafter referred to as the “**SAID ACQUIRED PORTION**”.

D. AND WHEREAS by virtue of the SAID ACQUIRED PORTION the SAID LARGER PROPERTY is severed into 2 parts, one falling on the southern part of the property bearing Survey No. 112 sub-division 2-A of Village of Taleigao, which as a unit admeasures 1176.33

square meters and the other portion falling on the northern side of the property bearing Survey No. 112 sub-division 2-A of Village of Taleigao, which as a unit admeasures 11988.67 square meters.

E. AND WHEREAS the PROMOTER has proposed to develop a part of the SAID LARGER PROPERTY described in SCHEDULE I to the extent of 6595 square meters falling in property bearing Survey No. 112/1 and Survey No. 112/2 (P) both of Village Taleigao, by constructing thereon a residential complex consisting of basement, flats above stilts on upper floors. The said part of the SAID LARGER PROPERTY which is being developed by the PROMOTER admeasuring 6595 square meters comprising of Survey Nos. 112/1 & 112/2(P) both of Village Taleigao, is better described in SCHEDULE III hereto and is delineated in the plan annexed hereto ANNEXED hereto at ANNEXURE II, marked in red hatched lines and shall hereinafter be referred to as the **“SAID PROJECT LAND”**.

F. AND WHEREAS the balance portion of the SAID LARGER PROPERTY, besides the SAID ACQUIRED PORTION described in SCHEDULE II and the SAID PROJECT LAND described in SCHEDULE III hereinabove for the sake of clarity is described in SCHEDULE IV hereto and hereinafter referred to as the **“SAID PROPERTY”**. The SAID PROPERTY described in SCHEDULE IV is retained by the PROMOTER and shall be distinct and separate property, independent of the SAID PROJECT LAND described in SCHEDULE III and is better described in SCHEDULE IV. The SAID PROPERTY described in SCHEDULE IV is not the subject matter of this Agreement and the ALLOTTEE/S herein shall have no right and/or claim of whatsoever nature on the SAID PROPERTY described in SCHEDULE IV.

G. AND WHEREAS the PROMOTER being the absolute owners and is in possession of the SAID LARGER PROPERTY are entitled to construct building/s on the SAID PROJECT LAND described in SCHEDULE III in accordance with the recitals herein above.

H. AND WHEREAS the PROMOTER has proposed development on the SAID PROJECT LAND described in SCHEDULE III for constructing residential complex having of 4 multistoried buildings identified as Building I, II, III & IV also known as Building A, B, C and D respectively comprising of total 128 flats, stilts plus eight floors with stilt and basement

parking as per the plans approved by the concerned authorities namely the Planning and Development Authority, the Village Panachyat of Taleigao, the details of the said approvals are set out at ANNEXURE III hereto and the PROMOTER has named the residential complex as “ESTRELA” (hereinafter referred to as the “SAID PROJECT”) with common open spaces, recreational areas such as open spaces with lawns, club house, swimming pool and other facilities referred to at ANNEXURE “IV” hereto and commenced development of the said Project. The PROMOTER agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

I. AND WHEREAS the PROMOTER has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

J. AND WHEREAS the PROMOTER has appointed a structural Engineer for the preparation of the structural design and drawings of the SAID PROJECT and the PROMOTER accepts the professional supervision of the Architect and the Structural Engineer till the completion of the SAID PROJECT.

K. AND WHEREAS the PROMOTER has registered the SAID PROJECT under the provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "THE SAID ACT") and the Rules and Regulations made thereunder with the Real Estate Regulatory Authority at Goa on _____ under registration no. _____, authenticated copy of registration certificate is annexed hereto at ANNEXURE V.

L. The ALLOTTEE has approached the PROMOTER to purchase 2/3BHK Flat/Apartment bearing number _____ having carpet area of ____ sq.mtrs, on the ____ floor in building **Block** _____ also known as building Block ____ (“Building”) along with parking no. _____ admeasuring _____ square meter in the Stilt/ Basement, hereinafter referred to as the “SAID APARTMENT” in the SAID PROJECT named as “ESTRELA” being constructed in the SAID PROJECT LAND by the PROMOTER and the “SAID APARTMENT” is more particularly

described in SCHEDULE V and the floor plan of the SAID APARTMENT is annexed hereto at ANNEXURE VI with red colour boundary line.

M. AND WHEREAS on demand from the ALLOTTEE, the PROMOTER has given inspection and copies to the ALLOTTEE of all the documents of title relating to the SAID PROJECT LAND and the plans, designs and specifications prepared by the PROMOTER'S Architects Mr. Andrew Fernandes and of such other documents as are specified under the provisions of the said Act and the Rules and Regulations made thereunder and the ALLOTTEE has acknowledged the receipt of the same and is satisfied about the title of the PROMOTER to the SAID PROJECT LAND forming part of the SAID LARGER PROPERTY described in SCHEDULE I and also satisfied about the plans, designs, specifications and has agreed to the recitals set out above.

N. AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Competent Authority have been annexed hereto at ANNEXURE VII.

O. AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the PROMOTER, which is same as approved plan and according to which the construction of the SAID PROJECT and open spaces are proposed to be provided for on the SAID PROJECT have been annexed hereto at ANNEXURE VIII.

P. AND WHEREAS the authenticated copy of specification, fixture and fittings of the said Apartment has been detailed at ANNEXURE IX.

Q. AND WHEREAS the PROMOTER has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections of the said Project and/or of the building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain SAID PROJECT and /or Building Completion Certificate and Occupancy Certificate of the SAID PROJECT /Building/s.

R. AND WHEREAS the PROMOTER is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the PROMOTER regarding the SAID PROJECT LAND on which the said Project is to be constructed have been completed.

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

T. AND WHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

U. AND WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the PROMOTER having allotted to the ALLOTTEE the SAID APARTMENT by virtue of Allotment letter dated _____, hereby agrees to sell and the ALLOTTEE hereby agrees to purchase the SAID APARTMENT bearing number _____ having carpet area of ___ sq.mtrs, on the _____ floor in building **Block** _____, also known as Building Block ___ in the SAID PROJECT named as “ESTRELA” and the covered basement/stilt parking bearing No. _____ .

V. AND WHEREAS the Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the SAID PROJECT.

W. AND WHEREAS, under section 13 of THE SAID ACT the PROMOTER is required to execute a written Agreement for sale of SAID APARTMENT with the ALLOTTEE, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

1. TERMS:

a) Subject to the terms and conditions as detailed in this Agreement, the PROMOTER agrees to sell to the ALLOTTEE and the ALLOTTEE hereby agrees to purchase, the said Apartment bearing No. _____

of carpet area admeasuring ____ sq. metres, on ____ floor in the building block ____ also known as building block ____ as shown in the Floor plan hereto annexed and marked ANNEXURE VI for a total consideration of Rs. _____ /- (Rupees ____ only) which price is including proportionate price of the common areas and amenities/facilities appurtenant to the said Apartment, the nature, extent and description of the common areas and amenities/facilities which are more particularly described in ANNEXURE IV.

- b) The PROMOTER hereby agrees to allot to the ALLOTTEE parking space bearing No. ____ situated at Basement / stilt being constructed in the layout at the discretion of the PROMOTER.
- c) The total aggregate consideration amount for the SAID APARTMENT including the proportionate price of the common areas and facilities and including the allotment of parking spaces is thus Rs._____/ (Rupees _____ only ("**Total Consideration**") which is the market value of the SAID APARTMENT .
- d) The total consideration above is exclusive of stamp duty, registration charges, taxes ,consisting of tax paid or payable by the PROMOTER by way of infrastructure tax, GST, Cess or any other statutory taxes which may be levied, in connection with the construction of and carrying out the SAID PROJECT payable by the PROMOTER or sale of the SAID APARTMENT up to the date of handing over the possession of the SAID APARTMENT .
- d.1) Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the ALLOTTEE to the PROMOTER shall be increased/reduced based on such change / modification:
- d.2) Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the SAID PROJECT as per registration with the Authority, which shall include the extension of registration, if any, granted to the SAID PROEJCT by the Authority, as per THE SAID ACT , the same shall not be charged from the ALLOTTEE;
- e) Total Consideration has been agreed to be paid by the ALLOTTEE to the PROMOTER in installments in a manner set out as per the Payment Plan detailed in SCHEDULE VI, hereinafter referred to as the "**PAYMENT PLAN**". Payments effected under this Agreement shall be evidenced

by receipts issued by the PROMOTER's authorized signatory for payment of installment which shall be essence of the Agreement notwithstanding the fact that delay for payment of any particular installment is condoned and payment is accepted by the PROMOTER.

- f) The aforesaid statutory taxes whether GST, Cess, or any other taxes shall be recovered separately from the ALLOTTEE in such manner as may be required under the applicable law or as mutually agreed.
- g) The ALLOTTEE has paid on or before execution of this Agreement a sum of Rs _____ (Rupees _____ only) which does not exceed 10% of the total consideration and being a part payment/advance amount of the sale consideration of the SAID APARTMENT agreed to be sold by the PROMOTER to the ALLOTTEE as advance payment (the payment and receipt whereof the PROMOTER hereby admit and acknowledge) and which shall be adjusted against the payment of the first installment of consideration shall be hereinafter referred to as the "EMD" and the ALLOTTEE hereby agrees to pay to the PROMOTER the balance consideration amount of Rs (Rupees) of the SAID APARTMENT as prescribed in the PAYMENT PLAN as set out in **SCHEDULE VI** as may be demanded by the PROMOTER within the time and in the manner specified therein:
- h) The PROMOTER shall periodically intimate in writing to the ALLOTTEE, the amount payable as stated in PAYMENT PLAN and the ALLOTTEE shall make payment demanded by the PROMOTER within the time and in the manner specified therein. In addition, the PROMOTER shall provide to the ALLOTTEE the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- i) The Total consideration is escalation-free, save and except increases which the ALLOTTEE hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The PROMOTER undertakes and agrees that while raising a demand on the ALLOTTEE for increase in development charges, cost/charges imposed by the competent authorities, the PROMOTER shall enclose the said notification/order/rule/regulation to that effect along with the

demand letter being issued to the ALLOTTEE, which shall only be applicable on subsequent payments.

- j) The PROMOTER may allow, at its sole discretion, a rebate for early payments of instalments payable by the ALLOTTEE on such terms and conditions as the parties mutually agreed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an ALLOTTEE by the PROMOTER.
- k) It is agreed that the PROMOTER shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and specifications described herein at ANNEXURE IX in respect of the said Apartment, or Building, as the case may be, without the previous written consent of the ALLOTTEE as per the provisions of the Act. Provided that the PROMOTER may make such minor additions or alterations as may be required by the ALLOTTEE or such minor changes or alterations as per the provisions of the Act.
- l) The PROMOTER shall confirm the final carpet area that has been allotted to the ALLOTTEE after the construction of the Said Project/Building/s is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area subject to the variation cap of four percent. The total consideration payable for the carpet area shall be recalculated upon confirmation by the PROMOTER. If there is reduction in the carpet area within the defined limit then the PROMOTER shall refund the excess money paid by ALLOTTEE within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the ALLOTTEE. If there is any increase in the carpet area allotted to ALLOTTEE, the PROMOTER shall demand additional amount from the ALLOTTEE as per the next milestone of the PAYMENT PLAN as provided in **SCHEDULE VI**. All these monetary adjustments shall be made at the same rate per square meter as agreed in para 1 (a) of this Agreement.
- m) The ALLOTTEE authorizes the PROMOTER to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the PROMOTER may in its sole discretion deem fit and the ALLOTTEE undertakes not to object/demand/direct the PROMOTER to adjust his/her/their payments in any manner.

- n) The PROMOTER hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Apartment to the ALLOTTEE, obtain from the concerned local authority Completion and/or Occupancy Certificates in respect of the said Apartment and /or Building/s and /or SAID PROJECT.
- o) Subject to ALLOTTEE making payments as demanded by the PROMOTER in terms of this Agreement, the PROMOTER agrees and acknowledges, the ALLOTTEE shall have the right to the SAID APARTMENT as mentioned below:
- (i) The ALLOTTEE shall have exclusive ownership of the SAID APARTMENT .
 - (ii) The ALLOTTEE shall also have undivided proportionate share in the Common Areas. Since the share / interest of ALLOTTEE in the Common Areas is undivided and cannot be divided or separated, the ALLOTTEE shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the PROMOTER shall hand over the common areas to the association/society/ or any legal entity of ALLOTTEES or any legal entity as may be formed after duly obtaining the completion certificate/occupancy certificate from the competent authority as provided in the Act;
 - (iii) The ALLOTTEE has the right to visit the Project site to assess the extent of development of his/her/their Apartment, as the case may be.
- p) It is made clear by the PROMOTER and the ALLOTTEE agrees that the SAID APARTMENT along with stilt/basement parking shall be treated as a single indivisible unit for all purposes. It is agreed that the SAID PROJECT is an independent, self-contained Project covering the SAID PROJECT LAND and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the ALLOTTEE. It is clarified that SAID PROJECT facilities and amenities shall be available only for use and enjoyment of the ALLOTTEES of the SAID PROJECT. However, the ALLOTTEE is fully aware that, there exist a fire emergency exit in basement area of the SAID PROJECT and the ALLOTTEE hereby accord their no objection and/ or object or create any obstruction to the PROMOTER to maintain fire emergency exit in

basement area of the SAID PROJECT forever, notwithstanding the fact that the possession of the SAID APARTMENT and / or title to the SAID PROJECT is conveyed in favour of the ALLOTTEE or Association or Society or legal entity respectively.

- q) The PROMOTER agrees to pay all outgoings before transferring the physical possession of the SAID APARTMENT to the ALLOTTEE, which it has collected from the ALLOTTEE'S for the payment of outgoings (including municipal/panchayat or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the SAID PROJECT). If the PROMOTER fails to pay all or any of the outgoings collected by it from the ALLOTTEES or any liability, mortgage loan and interest thereon before transferring the SAID APARTMENT to the ALLOTTEE, the PROMOTER agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

Provided that if the ALLOTTEE delays in payment towards any amount which is payable, ALLOTTEE/S shall be liable to pay interest at the rate prescribed in the Rules.

- r) Time is essence for the PROMOTER as well as the ALLOTTEE. The PROMOTER shall abide by the time schedule for completing the project and handing over the said Apartment to the ALLOTTEE after receiving Occupancy Certificate subject to ALLOTTEE have paid all the consideration and other sums due and payable to the PROMOTER as per the Agreement. Similarly the ALLOTTEE shall make timely payment of consideration as per the instalment as per the PAYMENT PLAN and other dues payable by him/her and meeting the other obligation under the Agreement. The PROMOTER at its sole discretion may consent and / or condone the delay and accept the payment of any instalment after the stipulated date subject to the ALLOTTEE effecting payment of the concerned instalment beyond the due date stipulated in SCHEUDLE VI along with interest as specified in the said Rules on all the delayed payment which becomes due and payable by the ALLOTTEE to the PROMOTER under the terms of this Agreement from the date the said amount is payable by the ALLOTTEE/S to the PROMOTER .

2. MODE OF PAYMENT

- a) Subject to the terms of the Agreement and the PROMOTER abiding by the construction milestones, the ALLOTTEE shall make all payments, on written demand by the PROMOTER, within the stipulated time as mentioned in the PAYMENT PLAN through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of 'Alcon Constructions (Goa) Private Limited' payable at Panaji Goa.

3. POSSESSION OF THE SAID APARTMENT:

- a) In the normal course, the PROMOTER shall handover possession of the SAID APARTMENT to the ALLOTTEE **on or before 31st December 2019**, unless there is delay caused on account of reasons beyond the control of the PROMOTER or failure due to war, civil commotion, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or act of God, affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure or any notice, order, rule, notification of the Government and/or other public or competent authority/court conditions then the ALLOTTEE agrees that the PROMOTER shall be entitled to the reasonable extension of time for delivery of possession of the SAID APARTMENT.
- b) The ALLOTTEE agrees and confirms that, in the event it becomes impossible for the PROMOTER to implement the SAID PROJECT and handover the possession of said Apartment for the reasons stated hereinabove, then this allotment shall stand terminated and the PROMOTER shall refund to the ALLOTTEE the amount already received by the PROMOTER from the ALLOTTEE within 45 days from that date with interest at the rate prescribed in the Rules, from the date the PROMOTER received the sum till the date the amounts and interest thereon is repaid. The PROMOTER shall intimate the ALLOTTEE about such termination at least thirty days prior to such termination. After refund of the money paid by the ALLOTTEE, the ALLOTTEE agrees that he/ she/they shall not have any rights, claims etc. against the

PROMOTER and that the PROMOTER shall be released and discharged from all its obligations and liabilities under this Agreement.

- c) The PROMOTER, upon obtaining the Occupancy Certificate from the competent authority and the payment made by the ALLOTTEE as per the terms of this Agreement, shall offer in writing the possession of the SAID APARTMENT to the ALLOTTEE in terms of this Agreement to be taken within one month from the date of issue of such notice and the PROMOTER shall handover possession of the SAID APARTMENT to the ALLOTTEE. The PROMOTER agrees and undertakes to indemnify the ALLOTTEE in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the PROMOTER. The ALLOTTEE agrees to pay the maintenance charges as determined by the PROMOTER or Association of ALLOTTEEs, as the case may be.

4. **OTHER AND FURTHER AMOUNTS PAYABLE UNDER THIS AGREEMENT:**

In addition over and above the consideration stipulated at ANNEXURE VI, within 15 days after the notice in writing is given by the PROMOTER to the ALLOTTEE that the SAID APARTMENT is ready for use and occupancy, the ALLOTTEE shall be bound and liable for the following payments:

- a) To pay the proportionate share in proportion to the carpet area of the SAID APARTMENT of outgoings in respect of the SAID PROJECT LAND and SAID PROJECT / Building/s and all other expenses necessary and incidental to the management and maintenance of common amenities of the SAID PROJECT at such rate stipulated by PROMOTER.
- b) The ALLOTTEE agree that in case the amount as stated above falls short or is inadequate for carrying out maintenance of the SAID PROJECT, notwithstanding what is contained in clause 4(a) above, the ALLOTTEE shall be bound to pay a further sum as may be demanded by the PROMOTER from time to time to cover up such shortfall, if any.
- c) The ALLOTTEE agrees to pay monthly/yearly contribution towards maintenance charges for the period subsequent to taking over the possession to the PROMOTER till such time the Maintenance Society/Co-operative Society/ Association/ Legal Entity is formed, which amount shall be determined by the PROMOTER taking into account the likely expenses on maintenance

of common areas and other related expenses for amenities provided to the SAID APARTMENT and/or SAID PROJECT.

- d) In the event the ALLOTTEE fail to pay the said maintenance charges on time irrespective of whether the ALLOTTEE have taken the possession of the SAID APARTMENT or not, the ALLOTTEE shall be regarded as default on the part of the ALLOTTEE and shall entitle the PROMOTER to charge interest on the dues, in accordance with the terms and conditions contained herein.
- e) The ALLOTTEE agrees that they shall pay and / or reimburse to the PROMOTER on or before delivery of possession of the SAID APARTMENT keep deposited with the PROMOTER, the amount towards following expenses, which amount shall be determined by the PROMOTER:
- i) Share money, application entrance fee of the Society, Association or any legal entity as may be formed.
 - ii) Charges towards formation and registration of the society, Association or any legal entity.
 - iii) Charges towards contribution for conveyance of the SAID PROJECT LAND in favour of the Society or any such entity as and when formed in respect of the SAID PROJECT LAND.
 - iv) Proportionate share of taxes and other charges/levies in respect of the Society or Association or any legal entity.
 - v) Deposit towards provisionally monthly / yearly contribution towards outgoings of Society or Association or any legal entity.
 - vi) Deposit towards Water , Electricity and other utility and services connection charges.
 - vii) Infrastructure Tax and / or other levies, GST, Cess imposed /levied and collected or to be collected currently and / or imposed in future by the Central and / or State Government in respect of the said Apartment or said Project on pro – rata basis.
- f) The ALLOTTEE shall pay to the PROMOTER a sum of Rs. _____/- for meeting all legal costs, charges and expenses , including professional costs of the legal practitioner of the PROMOTER in connection with formation of the said Society or Association or Limited Company or Apex Body or Federation or legal entity and for preparing its rules, regulations and bye-laws.

g) The ALLOTTEE shall take possession of the said Apartment within 30 days of the written notice from the PROMOTER to the ALLOTTEE intimating that the said Apartments is ready for use and occupancy.

5. **FAILURE OF ALLOTTEE TO TAKE POSSESSION OF SAID APARTMENT** –

Upon receiving a written intimation from the PROMOTER as per para 3 (c) , the ALLOTTEE shall take possession of the SAID APARTMENT from the PROMOTER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the PROMOTER shall give possession of the SAID APARTMENT to the ALLOTTEE. In case the ALLOTTEE fails to take possession within the time provided in para 4 (g), such ALLOTTEE shall continue to be liable to pay maintenance charges as specified in para 4(a) and 4(c).

6. **CANCELLATION BY ALLOTTEE**

The ALLOTTEE shall have the right to cancel/withdraw his/her allotment in the SAID PROJECT as provided in the Act:

Provided that where the ALLOTTEE proposes to cancel/withdraw from the SAID PROJECT without any fault of the PROMOTER, the PROMOTER herein is entitled to forfeit the earnest money (EMD) paid for the allotment. The balance amount of money paid by the ALLOTTEE shall be returned by the PROMOTER to the ALLOTTEE within 45 days of such cancellation.

7. **COMPENSATION**

The PROMOTER shall compensate the ALLOTTEE in case of any loss caused to him due to defective title of the land, on which the said Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- (a) The PROMOTER has absolute, clear and marketable title with respect to the SAID PROJECT LAND; the requisite rights to carry out development upon the SAID PROJECT LAND and absolute, actual, physical and legal possession of the SAID PROJECT LAND for the Project;
- (b) The PROMOTER has lawful rights and requisite approvals from the competent Authorities to carry out development of the SAID PROJECT ;
- (c) There are no encumbrances upon the SAID PROJECT LAND or the SAID PROJECT;
- (d) There are no litigations pending before any Court of law or Authority with respect to the SAID PROJECT LAND, SAID PROJECT or the SAID APARTMENT.
- (e) All approvals, licenses and permits issued by the competent authorities with respect to the SAID PROJECT, SAID PROJECT LAND and SAID APARTMENT are valid and subsisting and have been obtained by following due process of law. Further, the PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project , Building and Apartment and common areas;
- (f) The PROMOTER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the ALLOTTEE created herein, may prejudicially be affected;
- (g) The PROMOTER has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the SAID PROJECT LAND, including the SAID APARTMENT which will, in any manner, affect the rights of ALLOTTEE under this Agreement;
- (h) The PROMOTER confirms that the PROMOTER is not restricted in any manner whatsoever from selling the SAID APARTMENT to the ALLOTTEE in the manner contemplated in this Agreement;
- (i) The PROMOTER has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or

penalties and other outgoings, whatsoever, payable with respect to the SAID PROJECT to the competent Authorities till the completion certificate/occupancy certificate has been issued and possession of SAID APARTMENT, or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the ALLOTTEE and/or the Association of ALLOTTEES or legal entity, as the case may be;

- (j) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the SAID PROJECT LAND) has been received by or served upon the PROMOTER in respect of the SAID PROJECT LAND.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- a) Subject to the Force Majeure clause, the PROMOTER shall be considered under a condition of Default, in the following events:
 - (i) PROMOTER fails to provide ready to move in possession of the SAID APARTMENT to the ALLOTTEE within the time period specified in para 3 (a) or fails to complete the SAID PROJECT within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the SAID APARTMENT shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
 - (ii) Discontinuance of the PROMOTER'S business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- b) In case of Default by PROMOTER under the conditions listed above, ALLOTTEE is entitled to the following:

- (i) Stop making further payments to PROMOTER as demanded by the PROMOTER. If the ALLOTTEE stops making payments, the PROMOTER shall correct the situation by completing the construction milestones and only thereafter the ALLOTTEE be required to make the next payment without any interest; or
 - (ii) The ALLOTTEE shall have the option of terminating the Agreement in which case the PROMOTER shall be liable to refund the entire money paid by the ALLOTTEE under any head whatsoever towards the purchase of the SAID APARTMENT, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice. Provided that ALLOTTEE shall intimate the PROMOTER about such termination at least thirty days prior to such termination.
 - (iii) Provided that where an ALLOTTEE does not intend to withdraw from the SAID PROJECT or terminate the Agreement, he/she/ they shall be paid, by the PROMOTER, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the SAID APARTMENT , which shall be paid by the PROMOTER to the ALLOTTEE within forty-five days of it becoming due.
- c) The ALLOTTEE shall be considered under a condition of Default, on the occurrence of the following events:
- (i) In case the ALLOTTEE fails to make payments for three consecutive demands made by the PROMOTER as per the PAYMENT PLAN stated in SCHEDULE V, despite having been issued notice in that regard the ALLOTTEE shall be liable to pay interest to the PROMOTER on the unpaid amount at the rate prescribed in the Rules;
 - (ii) In case of Default by ALLOTTEE under the condition listed above continues for a period beyond three consecutive demands after notice from the PROMOTER in this regard, the PROMOTER may cancel the allotment of the SAID APARTMENT in favour of the ALLOTTEE and refund the money (without interest) till then have been paid to PROMOTER by the ALLOTTEE by deducting the earnest amount/EMD as liquidated damages within a period of sixty days of termination and this Agreement shall thereupon stand terminated. Provided that the PROMOTER

shall intimate the ALLOTTEE about such termination at least thirty days prior to such termination.

- d) It is covenanted between the parties that relaxation and/or extension of time in payment and/or acceptance of payment along with interest beyond the scheduled date of payment of concerned installment shall not mean waiver of the stipulation concerning time being the essence of the contract.

10. CONVEYANCE OF TITLE AND POSSESSION OF THE SAID APARTMENT

- a) It is agreed between the parties that the possession of the SAID PROJECT LAND better described in SCHEDULE III shall always be with the PROMOTER, notwithstanding that the ALLOTTEE has taken possession of the SAID APARTMENT in terms of this Agreement and the ALLOTTEE shall not be entitled to interfere and or create any obstruction or objection to the PROMOTER to continue and/or proceed with the ongoing construction/completion notwithstanding the fact that the possession of the SAID APARTMENT has been handed over in terms of this Agreement.
- b) The title of the SAID PROJECT LAND shall be conveyed in favour of the Association/ society/ legal entity of ALLOTTEES by an instrument of conveyance executed by the PROMOTER in favor of Association/ society/ legal entity of ALLOTTEES at the cost and expense of the ALLOTTEES as to payment of stamp duty and registration fees and incidental expenditure such as legal fees, typing fees for execution of the said instrument on pro-rata basis.
- c) Notwithstanding the fact that the SAID APARTMENT being handed over to the said ALLOTTEE, nothing contained in the said conveyance shall mean that conveyance of the SAID PROJECT LAND described in SCHEDULE III has been effected in favor of the ALLOTTEE, unless the said conveyance specified that an undivided share in the SAID PROJECT LAND is conveyed in favor of the ALLOTTEE.
- d) The ALLOTTEE along with other ALLOTTEE(s) of Apartments in the building/s and / or SAID PROJECT shall join in forming and registering the Society or Association or a Limited Company

or legal entity to be known by such name as the PROMOTER may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company or legal entity and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the PROMOTER within seven days of the same being forwarded by the PROMOTER to the ALLOTTEE, so as to enable the PROMOTER to register the common organisation of ALLOTTEE. No objection shall be taken by the ALLOTTEE if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- e) The PROMOTER shall convey the SAID PROJECT LAND described in SCHEDULE III in favor of a society or such other legal entity, so created to take over the conveyance of the SAID PROJECT LAND better described in SCHEDULE III. The cost of conveyance as to stamp duty, registration fees, and legal fees shall be shared by the **ALLOTTEES** proportionately along with other Apartment owners in the said Project.
- f) The PROMOTER shall, within three months of registration of the Society or Association or Limited Company or legal entity as aforesaid, cause to be transferred to the society or Limited Company or legal entity all the right, title and the interest of the PROMOTERS in the SAID PROJECT in which the SAID APARTMENT/Buildings is situated.
- g) Within 15 days after notice in writing is given by the PROMOTER to the ALLOTTEE that the said Apartment is ready for use and occupancy, the ALLOTTEE shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the SAID PROJECT LAND and building/s. Until the Society, Association or Limited Company or legal entity is formed and the said structure of the building/s is transferred to it, the ALLOTTEE shall pay to the PROMOTER

such proportionate share of outgoings as may be determined. The ALLOTTEE further agrees that till the ALLOTTEE'S share is so determined, the ALLOTTEE shall pay to the PROMOTER provisional monthly/yearly contribution of Rs._____ towards the outgoings. The amounts so paid by the ALLOTTEE to the PROMOTER shall not carry any interest and remain with the PROMOTER until a conveyance of the SAID PROJECT is executed in favour of the society or a limited company or legal entity as aforesaid. On such conveyance being executed the amount lying with the PROMOTER shall be paid over by the PROMOTER to the Society or the Limited Company or entity, as the case may be.

- h) The ALLOTTEE agrees that in case the amount as stated above falls short or is inadequate for carrying out maintenance of the SAID PROJECT 'ESTRELA', notwithstanding what is contained in clause 10 (g) above, the ALLOTTEE shall be bound to pay further sum as may be demanded by the PROMOTER from time to time to cover up such shortfall, if any.
- i) The ALLOTTEE agrees to pay maintenance charges for the period subsequent to taking over the possession of the SAID APARTMENT, in advance to the PROMOTER till such time the Maintenance Society/Co-operative Society/Association/Legal Entity is formed, which amount shall be fixed by the PROMOTER taking into account the likely expenses on maintenance of common areas and other related expenses for amenities and utilities provided to the SAID APARTMENT and/or the SAID PROJECT 'ESTRELA'.
- k) In the event the ALLOTTEE fails to pay the said maintenance charges, irrespective of whether the ALLOTTEE has/have taken the possession of the Said Apartment or not, the ALLOTTEE shall be liable to pay to the PROMOTER interest at the rate as specified in the rule, from the due date till the date of actual payment of the said maintenance charges.

11. MAINTENANCE OF THE SAID BUILDINGS / SAID PROJECT:

The PROMOTER shall be responsible to provide and maintain essential services in the SAID PROJECT till the taking over of the maintenance of the SAID PROJECT by the association of

ALLOTTEES upon the issuance of the completion certificate/occupancy certificate of the SAID PROJECT.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the PROMOTER as per the agreement for sale relating to such development is brought to the notice of the PROMOTER within a period of 5 (five) years by the ALLOTTEE from the date of handing over possession, it shall be the duty of the PROMOTER to rectify such defects without further charge, within 30 (thirty) days, and in the event of PROMOTER'S failure to rectify such defects within such time, the aggrieved ALLOTTEE/S shall be entitled to receive appropriate compensation in the manner as provided under the Act. It is agreed between the parties that settlement cracks in the plaster shall not be treated as defects in construction.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The PROMOTER / maintenance agency /association of ALLOTTEES shall have rights of unrestricted access of all Common Areas, garages/ parking and parking spaces for providing necessary maintenance services and the ALLOTTEE agrees to permit the PROMOTER/association of ALLOTTEES and/or maintenance agency to enter into the SAID APARTMENT or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

- a) The ALLOTTEE shall use the SAID APARTMENT or any part thereof or permit the same to be used only for purpose of residence and shall use the parking space allotted only for purpose of keeping or parking vehicle.
- b) Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the SAID PROJECT "ESTRELA" , shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The ALLOTTEE shall not be

permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of ALLOTTEES formed by the ALLOTTEES for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE SAID APARTMENT:

- a) ALLOTTEE shall, after taking possession, be solely responsible to maintain the SAID APARTMENT at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the SAID APARTMENT and keep the SAID APARTMENT, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- b) The ALLOTTEE further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the SAID PROJECT, buildings therein or Common Areas. The ALLOTTEE shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the ALLOTTEE shall not store any hazardous or combustible goods in the SAID APARTMENT or place any heavy material in the common passages or staircase of the Building. The ALLOTTEE shall also not remove any wall, including the outer and load bearing wall of the SAID APARTMENT .
- c) The ALLOTTEE shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the SAID APARTMENT until all the dues payable by the ALLOTTEE to the PROMOTER under this Agreement are fully paid up.
- d) The ALLOTTEE shall observe and perform all the rules and regulations which the Society or the Limited Company or Legal 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 said building and / or SAID PROJECT 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 shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Legal entity regarding the occupancy and use of the SAID APARTMENT in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- e) The PROMOTER shall maintain a separate account in respect of sums received by the PROMOTER from the ALLOTTEES as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or Legal entity towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- f) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the SAID APARTMENT and Building or any part thereof. The ALLOTTEE shall have no claim, save and except in respect of the SAID APARTMENT hereby agreed to be sold to him/her and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the PROMOTER until the said structure of the building/s or SAID PROJECT LAND is transferred to the Society/Limited Company/Legal entity as hereinbefore mentioned.
- g) The ALLOTTEE hereby declares that the ALLOTTEE shall have no right of whatsoever nature over the SAID PROPERTY described in SCHEDULE IV admeasuring 5394 sq.mtrs which shall be exclusively owned and possessed by the PROMOTER as a separate and independent unit detached from the SAID PROJECT LAND described in SCHEDULE III and the PROMOTER shall be free to develop the SAID PROPERTY described in SCHEDULE IV at its sole discretion without there being any interference and / or claim by the ALLOTTEE and / or any such entity of the ALLOTTEES of SAID APARTMENT and / or such Society or legal entity formed in respect of the SAID PROJECT LAND, needless to say that the additional FAR, if any, available in

respect of the SAID PROJECT LAND shall belong to PROMOTER only, and the PROMOTER can utilize the same in the SAID PROPERTY described in SCHEDULE IV.

h) The ALLOTTEE hereby fully aware that the PROMOTER in future will be carrying out development in the SAID PROPERTY described in SCHEDULE IV and the access road passing through the SAID PROJECT LAND being in common, the ALLOTTEE hereby gives their irrevocable consent and NO OBJECTION to the PROMOTER to use and utilize the access road passing through the SAID PROJECT LAND for carrying out further development in the SAID PROPERTY described in SCHEDULE IV and maintain the same forever without any obstruction and or hindrance from the ALLOTTEE/S for any reason whatsoever.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of SAID APARTMENT with the full knowledge of all laws, rules, regulations, notifications applicable to the SAID PROJECT.

17. ADDITIONAL CONSTRUCTIONS:

The PROMOTER undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the SAID PROJECT LAND described in Schedule III after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the PROMOTER executes this Agreement, he shall not mortgage or create a charge on the SAID APARTMENT and if any, such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the ALLOTTEE who has taken or agreed to take such Apartment.

19. BINDING EFFECT:

Forwarding this Agreement to the ALLOTTEE by the PROMOTER does not create a binding obligation on the part of the PROMOTER or the ALLOTTEE until, firstly, the ALLOTTEE signs and delivers this Agreement along with the payments due as stipulated in the PAYMENT PLAN within 30 (thirty) days from the date of receipt by the ALLOTTEE and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the PROMOTER . If the ALLOTTEE (s) fails to execute and deliver to the PROMOTER this Agreement within 30 (thirty) days from the date of its receipt by the ALLOTTEE and/or appear before the Sub-Registrar for its registration as and when intimated by the PROMOTER, then the PROMOTER shall serve a notice to the ALLOTTEE for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the ALLOTTEE , allotment of the ALLOTTEE shall be treated as cancelled and all sums deposited by the ALLOTTEE in connection therewith including the booking amount shall be returned to the ALLOTTEE without any interest or compensation whatsoever.

20. ENTIRE AGREEMENT:

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

21. RIGHT TO AMEND:

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the SAID APARTMENT and the SAID PROJECT shall equally be applicable to and enforceable against and by any subsequent

ALLOTTEES of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

23. WAIVER NOT A LIMITATION TO ENFORCE:

- a) The PROMOTER may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the ALLOTTEE in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the ALLOTTEE that exercise of discretion by the PROMOTER in the case of one ALLOTTEE shall not be construed to be a precedent and /or binding on the PROMOTER to exercise such discretion in the case of other ALLOTTEE.
- b) Failure on the part of the Parties to enforce, at any time or for any period of time, the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

24. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the ALLOTTEE has to make any payment, in common with other ALLOTTEE(s) in the SAID PROJECT, the same shall be in proportion to which the carpet area of the SAID APARTMENT bears to the total carpet area of all the Apartments in the SAID PROJECT.

26. 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.

27. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the PROMOTER or through its authorized signatory at the PROMOTER'S Office, or at some other place, which may be mutually agreed between the PROMOTER and the ALLOTTEE and the said Agreement shall be registered at the office of the Sub-Registrar at Panaji-Goa.

28. NOTICES:

That all notices to be served on the ALLOTTEE and the PROMOTER as contemplated by this Agreement shall be deemed to have been duly served if sent to the ALLOTTEE or the PROMOTER by Registered Post at their respective addresses specified below:

_____ Name of ALLOTTEE
_____ (ALLOTTEE Address)

M/s _____ Promoter name
_____ (Promoter Address)

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

29. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the PROMOTER to the ALLOTTEE whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the ALLOTTEES.

30. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the ALLOTTEE, in respect of the SAID APARTMENT, prior to the execution and registration of this Agreement for Sale for such Apartment, shall not be construed to limit the rights and interests of the ALLOTTEE under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

31. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

32. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under THE SAID ACT .

SCHEDULE I

(Description of the said Larger Property)

ALL THAT part and parcel of the property known as “CAVATEACHEM XETT”, situated at Taleigao , within the jurisdiction of the Village Panchayat of Taleigao, Sub-District of Ilhas of the District of Goa, surveyed under Survey No. 112/1 and 112/2 admeasuring about 362.00 sq.mtrs and 12, 931.00 sq.mtrs

respectively and is registered in the Land Registration Office of Ilhas under No. 11645 at page 180V, of Book B-39 and enrolled in the Taluka Revenue Office of Ilhas under No. 77, and is bounded as under:

On the East: By the property of Francisco Antonio de Carvalho, Rafael

Maria da Costa and Others.

On the West: By the property of Jose Antonio de Carvalho

On the North; By the rivulet of salt water

On the South: By the property Palmar of Minuel Antonio Abreu and

paddy field of Francisco Antonio de Carvalho.

SCHEDULE II

(Description of the said Acquired Land)

ALL THAT part and parcel of the property described in Schedule I admeasuring about 128 sq.mtrs, which portion prior to its acquisition by the Government of Goa, formed a part of the property described in Schedule-I herein and upon acquisition the said Acquired Land bears Survey No. 112 sub-division 2-A of Village Taleigao and is bounded as under:

On the **East:** By the property bearing Survey no. 113/2 of the Village of Taleigao,

On the **West:** By the property bearing Survey No. 111 of the Village of Taleigao,

On the **North:** By the property bearing Survey no. 112/2 part of the Village of Taleigao, and

On the **South:** By the property bearing Survey No. 112/2 part of the Village of Taleigao. .

SCHEDULE III

(Description of the SAID PROJECT LAND)

ALL THAT SAID PROJECT LAND admeasuring about 6595.00 sq.mtrs, of the property bearing Survey Nos. 112/1 and 112/2 (P) of Village Taleigao, which property forms a portion of the property described in Schedule- I hereinabove, and the SAID PROJECT LAND is bounded as under:

East: By the internal road with the property bearing Survey No. 112/2 (part) of the Village Taleigao.

West: By the boundary of the City of Panaji

North: By the remaining portion of the property bearing Survey No. 112/2 of the Village of Taleigao

South: Partly by the property bearing Survey No. 111 and partly by the property bearing Survey No.

112/2-A of the Village of Taleigao.

SCHEDULE IV

(Description of the SAID PROPERTY, not subject matter of this Agreement)

ALL THAT southern part of the property bearing Survey No. 112 sub-division 2-A of Village of Taleigao, which as a unit admeasures 1176.33 square meters and the other portion falling on the northern side of the property bearing Survey No. 112 sub-division 2-A of Village Taleigao, (excluding SAID PROJECT LAND), which as a unit admeasures 5494square meters, and both southern and northern portion (excluding SAID PROJECT LAND is bounded as under:

On the East: By the property of Francisco Antonio de Carvalho, Rafael Maria da

Costa and Others.

On the West: By the property of Jose Antonio de Carvalho

On the North; By the rivulet of salt water

On the South: By the property Palmar of Minuel Antonio Abreu and paddy field

of Francisco Antonio de Carvalho.

SCHEDULE V

(Description of SAID APARTMENT)

All that SAID APARTMENT of 2/3BHK bearing Apartment No.____, situated on the ____ Floor in Building Block “___ also known as Building Block “___”admeasuring ___ sq.mtrs, in the SAID PROJECT named as “ESTRELA” , being constructed in the SAID PROJECT LAND admeasuring about 6595.00 sq.mtrs, of the property bearing Survey Nos. 112/1 and 112/2 (P) of Village Taleigao, which SAID PROJECT LAND is described in SCHEDULE III hereinbove.

SCHEDULE VI

(PAYMENT PLAN)

- i. Amount of Rs. ____/- (Rupees ___ only) to be paid to the PROMOTER after the execution of Agreement. (Not exceeding 30% of total consideration)
- ii. Amount of Rs. ____/- (Rupees ___ only) to be paid to the PROMOTER on completion of the Plinth of the building in which the SAID APARTMENT is located. (Not exceeding 45% of total consideration)
- iii. Amount of Rs. ____/- (Rupees ___ only) to be paid to the PROMOTER on completion of the slabs including podiums and stilts of the building in which the SAID APARTMENT is located. (Not exceeding 70% of total consideration)
- iv. Amount of Rs. ____/- (Rupees ___ only) to be paid to the PROMOTER on completion of the walls, internal plaster, floorings doors and windows of the SAID APARTMENT. (Not exceeding 75% of total consideration)
- v. Amount of Rs. ____/- (Rupees ___ only) to be paid to the PROMOTER on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the SAID APARTMENT. (Not exceeding 80% of total consideration)

vi. Amount of Rs. ____/- (Rupees ____ only) to be paid to the PROMOTER on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building in which the SAID APARTMENT is located. (Not exceeding 85% of total consideration)

vii. Amount of Rs. ____/- (Rupees ____ only) 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 and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the SAID APARTMENT is located. (Not exceeding 95% of total consideration)

viii. Balance Amount of Rs. ____/- (Rupees ____ only) against and at the time of handing over of the possession of the SAID APARTMENT to the ALLOTTEE on or after receipt of occupancy certificate or completion certificate.

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

SIGNED AND DELIVERED)
by the withinnamed PROMOTER)
M/S. ALCON CONSTRUCTIONS (GOA))
PRIVATE LIMITED, through its)
DIRECTOR MR. AAKASH N. KHAUNTE)



Left Hand Finger Impression

Right Hand Finger Impression

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

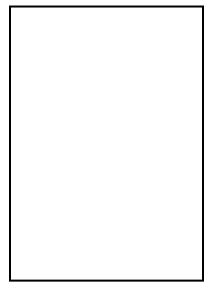
4. _____

4. _____

5. _____

5. _____

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
ALLOTTEE**



Left Hand Finger Impression

Right Hand Finger Impression

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

IN THE PRESENCE OF WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

ANNEXURE I

Title Certificate

ANNEXURE II

Plan of the SAID PROJECT LAND

ANNEXURE III

List of Approvals

ANNEXURE IV

Amenities

1. Safety & Security

- Gated complex with round the clock Security services
- CCTV coverage for all common areas
- Smart Home security systems with video door phone

- Intercom facility
 - Gas leak detection system
 - Fire alarm system
 - Fire Fighting Systems as per National Building Code for the entire project
2. Recreational Amenities
- Swimming pool with children pool
 - Fully equipped multilevel club house
 - Fully equipped Gymnasium with professional trainers
 - Multipurpose activity/games hall
 - Table Tennis, carom and other facilities
 - Dedicated children play areas with CCTV
 - Landscaped garden with jogging track
3. Common Amenities
- Dedicated covered parking area for every unit
 - 2 high speed elevators for every block of 32 apartments
 - DG back up for all common areas
 - Garbage and water treatment plant
 - Solar water pre heating systems
 - Drive ways with concrete pave

ANNEXURE V

Project Registration Certificate under RERA

ANNEXURE VI

Floor Plan of the Said Flat

ANNEXURE VII

Approved layout plan

ANNEXURE VIII

Proposed layout plan

ANNEXURE IX

Specifications

1. Structure
 - R.C.C. Framed, earthquake resistant structure.
 - Light weight foamed concrete block masonry / Laterite Block Masonary
2. Wall Finish
 - Internal finish: Gypsum/ Cement Plaster with Premium grade Acrylic emulsion
 - External finish: Sand faced double coat cement plaster with Weather proof paint (Tartaruga or equivalent).
3. Flooring
 - Vitrified Flooring of premium brand
4. Doors & Windows
 - Full height French doors for with flymesh net provision
 - Teak Wood Panelled Main Door
 - Sal Wood Door Frames.
 - Internal Doors- Flush doors with laminate on both sides
 - Maintenance Free Anodised Aluminium Sliding/Casement windows
 - Granite Window Sills
5. Electrical
 - Concealed A/c piping and drainage for all rooms including living room
 - Invertor Provision for every unit
 - Concealed, fire resistant copper wires of premium brand
 - 3 phase connection for every unit
 - Concealed wiring provisions for telephone, cable T.V and DTH.
 - Modular switches with universal sockets of premium brand.
 - Foot Lights for passages.
6. Bathroom
 - 600 x 600 mm vitrified anti-skid tile flooring.
 - Glazed / ceramic wall tiles for full height up to false ceiling.
 - Geyser and Exhaust fan provision for each bathroom.
 - Predefined wet & dry areas
 - Floor grating with anti pest seal
 - All sanitary wares are wall mounted of premium brand white colour
 - All brass chromium plated fittings of premium brand

- Single piece ceramic wash basin counter
- Single lever diverter for shower
- Single lever mixer for wash basin
- Flushing with treated water
- Concealed cistern with dual flush
- Granite door frames

7. Kitchen and Utility Balcony

- Granite kitchen platform
- Single bowl with drain board Stainless Steel sink
- Provision of water inlet/outlets and power points for washing machine, dish washer, aquaguard, fridge, microwave & gas burner and other utilities
- Designer Dado tiles above the kitchen platform
- All kitchen air extractors to be linked to centralized exhaust system