

AGREEMENT FOR SALE

This Agreement is made at Panaji, Goa on this ____ day of the month of _____, before the Sub-registrar, Ilhas, Tiswadi, Panaji-Goa.

BETWEEN

GOAN REAL ESTATE AND CONSTRUCTION PVT. LIMITED, a Private Limited Company duly registered under the Indian Companies Act, 1956 with PAN No. AAACG6924A having its registered office at Dynamix House, Yashodham, Gen. A.K. Vaidya Marg, Goregaon (East) Mumbai – 400063 Maharashtra State represented herein by their authorized signatories**1)** _____ son of late _____, aged __ years, ____, Indian National, resident of _____, holder of Pan Card No. _____, and Aadhar Card No. _____ **2)** _____, son of late _____, aged __ years, ____, _____, resident of ____, _____, _____, _____ (E), _____, holder of Pan Card No. _____, and Aadhar Card No. _____ authorized as such by a resolution of the Board of Directors passed at its meeting held on _____, hereinafter referred to as **“VENDOR”** (which expression shall, unless repugnant to the context or meaning thereof, deem to

mean and include their successors and assigns) **OF THE ONE**
PART AND

AND

1. **Ms.** _____, aged 46 years, married, service,
daughter of Mr. _____, and wife of _____, Holder
of PAN CARD No. _____ and OCI CARD No.
_____, Canadian National, person of Indian Origin as
defined in the foreign exchange management (Acquisition and
Transfer of Immoveable Property in India) Regulation 2000 and

2. Mr. _____, aged 55 years, married, service,
son of late _____, Holder of PAN Card No.
_____, Indian National, and both residents of
_____, local address _____,
hereinafter both jointly referred to as “**ALLOTTEES**” (which
expression shall, unless repugnant to the context or meaning
thereof, deem to mean and include their respective heirs)

[NOTE: THE ABOVE DESCRIPTION WOULD VARY CASE TO
CASE – SO APPLY APPROPRIATE CHANGES FOR EWEY
AGREEMENT]

WHEREAS:

(A) The **VENDOR** were the Sole and absolute Owners in possession of, or otherwise well and sufficiently entitled to, a large property consisting of various contiguous pieces and parcels of land or properties bearing S.Nos. 12/1, 12/2, 14/1, 14/2, 15/1, 16/1, 17/1, 17/2&3, 18/1, 19/1,2&3, 20/1, 2&3, 21/1 to 8, 31/1 – A, 34/1 & 4, 35/1, 35/2 & 5, 95/1, 96/1, 99/2, 100/1 and 101/1, of village Bambolim, Taluka Tiswadi, Goa, hereinafter referred to as “the said Larger Property”.

AND

(i) There is no covenants affecting the said property.

(ii) There is no impediments attached to the said property.

(iii) There are no Tenants in the said property.

(iv) There is no illegal encroachment on the said property.

(v) Details of mortgage lien or charge:- Oriental Bank of Commerce - Goan Real Estate and Construction Pvt has obtained Term Loan from OBC bank vide agreement of term loan dated 10th June 2014 , agreement of Term Loan for immovable property dated 10th June 2014 , agreement

of Hypothecation of Assets dated 10th June 2014 , to part finance construction of Frangipani villas in phase II and apartments in Phase V Sector 2.

Primary Security

Equitable Mortgage of project land admeasuring

a) 7098 sq.mtrs with proposed construction of 10 villas, Phase 2 at Aldeia de Goa ,Bambolim having MV of Rs. 53.42 crores and RV of Rs 50.75 Crores.

b) 22250sq mtrs with proposed construction of flats , Phase 5 (sector2) at Aldeia de Goa, Bambolim , North Goa having MV of Rs.169.83Crores and RV of Rs.161.34 Crores.

c) Hypo of all projects receivables existing and future in respect of 10 villas and 176 flats. Aldeia de Goa Bambolim Goa.

Collateral security:

Equitable mortgage of land admeasuring :

a) 4872sq mtrs used for construction of commercial complex, Phase I having MV of Rs 21.93crores and RV of 20.83 crores , Aldeia de Goa Bambolim north Goa.

b) 5597.50 sq mtrs of 6 residential plots (nos 394,395,397,401,404,399) Phase 2 having MV of 32.36 crores and RV of Rs. 30.74 Crores , Aldeia de Goa Bambolim , North Goa.

c) 6678 sq mtrs of one commercial plot no 358, Phase 2 having MV OF Rs. 50.08crores and RV of Rs. 47.58 crores , Aldeia de Goa, Bambolim , North Goa.The **VENDOR** have transferred and conveyed an area of 94011 sq.meters out of the said larger property being 12/1 (part) admeasuring 85036 sq.meters (77628 sq.mtrs + 7408 sq.meters), 99/2 (full) admeasuring 6150 sq.meters and 12/2 (full) admeasuring 2825 sq.meters to Goan Hotels and Clubs Pvt. Ltd. [now known as Goan Hotel and Realty Pvt Ltd, by a Deed of Sale and Conveyance dated 04/11/2006 registered in the office of the sub-registrar of Ilhas Taluka, under registered no. 2940 at pages 1 to 511 of Book I Volume 1710 on 07/11/2006) read with Deed of Rectification dated _____ (to said Deed of Sale and Conveyance dated 04/11/2006) made and executed at Panaji Goa on 03rd July, 2010 and registered in the office of the sub-registrar of Ilhas Taluka, under registered No. 1998 at pages 466 to 482 of Book 2, Volume No. 2246 dated 13-7-2010 for putting up thereon a hotel project.

(B) The **VENDOR** have proposed a development scheme of “the said Larger Property” as a composite manifold development scheme named as “Aldeia De Goa” consisting of sub-division of the land and also to put up, or cause to be put up constructions/carry out other permissible

development thereon in a phased manner including a Hotel project (as mentioned in paragraph B above) and a residential complex comprising of Plots/Villas, terrace homes, 1, 2 and 3 bedrooms apartments etc. as may be determined by the **VENDOR** and duly permitted by the authorities concerned from time to time, with statutory common amenities, facilities, internal roads, open spaces and other necessary statutory requirements for approval of such development scheme by the authorities concerned.

- (C) The **VENDOR** have expressed their intention to put up/cause to be put up future Special, advantages, features, Amenities and Facilities such as gardens with pavilions, amphitheater, tennis court, jogging track, walkway, view points, children play area and adventure area, party lawn, picnic spot, washrooms; security, club house with swimming pool, gymnasium, steam bath, washrooms, meditation hall (functional at present in Phase I) and a full fledged Club House with swimming pool, (to be constructed based on pace of development) for use by all residents of the larger Development; separate swimming pools and multi utility rooms in Phase V in Sector 1 & 2 in the residential complex, within the said Larger Property hereinafter called “the said special Amenities”.

(D) The **ALLOTTEES** herein and/or their nominee (in case of Firm/Company) shall, so long as they own and possess a Villa, Apartment, or Terrace home, a sub – plot, will be entitled to membership of such Club House and to use the said Special Amenities and Facilities as per rules and regulations framed by the **VENDOR** and/or their nominee for the purpose and subject to payment of costs, charges & expenses stipulated in that behalf. The membership of **ALLOTTEES**/s or their nominee (in case of Firm/Company), as the case may be, shall be only for himself/herself and his/her spouse and minor dependent children. The management and control of the said Special Amenities shall remain with the **VENDOR** and/or any person/s or entity, as the **VENDOR** may determine in their sole discretion. As for the said statutory common areas, open spaces, and other concomitants of the said Development scheme the **VENDOR** initially and on completion of the development on the said Larger Property, a Body of owners or Company or Association of Persons as may be formed of all Plot Owners, Apartment and Villas Owners etc or their Society, shall be entrusted with the management and control thereof.

(E) The **VENDOR** have already completed development of Phase I, III and Sector 1 of Phase V of the aforesaid Development scheme consisting of sub-divided sub-plots in the part of the said larger property bearing survey No.31/1-A as Phase I and phase II of the said Development scheme in the part of the said larger property having survey nos. 15/1, 16/1, 35/1, 17/3, 19/2, 20/2, 21/1, 21/3, 21/5 14/1, 19/3, 17/2, 18/1, 19/1, 20/1, 21/2, 20/3, 21/4, 21/6, 21/7 and 21/8 of sub-divided sub-plots, have also agreed to sell some of the said sub-plots therein to various prospective **ALLOTTEES** thereof consequent to the provisional approval of the Sub-Division under reference no. VP/CBT/2004-05/193 dated 1st July 2004 issued by the Village Panchayat of Curca, Bambolim and Talaulim and transferred some of the plots therein on obtaining the final approval under reference no. TIS/3801/BAM/07/1775 dated 24/10/2007 and the Village Panchayat has issued the final N.O.C under reference no. VP/CBT/2007-08/655 dated 02/11/2007.

(F) The **VENDOR** in continuation of the Developmental Phases of the said proposed Development Scheme have completed Phase V Sector 1, of the said composite manifold development scheme named as “Aldeia de Goa”

in the part of the land of “the said larger property” admeasuring 68578 sq.mts surveyed under nos. 95/1, 96/1 and 100/1 of Village Bambolim, Taluka Tiswadi Goa which has been divided into two sectors (sector 1 & 2) with sector 1 comprising of four pods (pod I, III, VI and VII) pods for construction of buildings of different permissible heights, with different type of units in the pods except pod six, the area of which is used for construction of Villas and Terrace homes. The development in these four pods of sector 1 is completed.

- (G) The Buildings constructed in the four pods of Sector 1 consists of ground plus one, two and three storeys duly numbered containing distinctly identified apartments of two bedrooms, two bedrooms terrace homes, three bedrooms and three bedroom duplexes in the ground plus three buildings and independent villas. The new development of apartments is identified as Sector 2 in phase V and consists of apartments of one bedroom, living & kitchen areas, two bedrooms, hall & kitchen of two different sizes, three bedrooms, hall & kitchen along with a servant’s quarter. This Sector will have swimming pool and small club house for use of the residents.

(H) The **VENDOR** are carrying out the construction with the respective and valid construction license no. VP/CBT/Renewal/2005-06/614 dated 17/9/2005 issued by the Village Panchayat of Curca, Bambolim and Talaulim with due approval of the Town and Country Planning Department which has been further renewed from 29/11/2008 upto 17/03/2010 vide reference no. VP/CBT/2008-09/1253 dated 29/11/2008. The construction license is further revised and renewed from 14/03/2010 upto 13/03/2013 vide reference no. VP/CBT/2009-10/35/1733 dated 14/03/2010 and thereafter further renewed for a period of One year from 14-5-2013 to 13-5-2014 vide No. VP/CBT/2013-13/Constn/234 dated 14-5-2013. Further Village Panchayat has issued construction licenses (Revised) vide their reference Nos. VP/CBT/2011-12/Constn/35/2123 dated 02-03-2012 and NO. VP/CBT/2012-13/Constn./72 dated 18-04-2014. The Licenses have been renewed/revalidated vide Nos VP/CBT/2015-16/Constn/renewal/47 dated 10-04-2015, VP/CBT/2014-15/Constn/2295 dated 26-03-2015 and VP/CBT/2015-16/Constn/466 DATED 25-06-2015.

(I) The whole area of aforementioned land of the said larger property admeasuring 22250 sq.mts and surveyed under

nos. 95/1 (part) and 100/1 (part) of Village Bambolim, Taluka Tiswadi Goa is fully mentioned and described in the First Schedule hereunder written and shown delineated in red outline in the general layout plan annexed hereto as **Annexure “A”**, hereinafter referred to as “the said built up property”.

(J) The respective permissions, approvals, N.O.C’s and occupation certificates (where applicable) etc. as contemplated by the provisions of law relating to land development and sale of different types of built up apartments and other residential units have been obtained by the **VENDOR** as heretofore mentioned and have produced the same for inspection of the **ALLOTTEESS**.

(K) The **ALLOTTEESS** have demanded from the **VENDOR** and **VENDOR** have given inspection to the **ALLOTTEESS**, of all the documents of title relating to “the said built up property” as by law would give the **ALLOTTEESS** absolute ownership of the unit in the said built up property agreed to be hereunder purchased with clear, good and marketable title thereto free from any encumbrances, charges, liens and claims of whatsoever nature.

- (L) The **VENDOR** have also furnished to the **ALLOTTEES** a copy of certificate of title issued by the Advocates of the **VENDOR** relating to the said built – up property consisting of part of the land of the said larger property surveyed under nos. 95/1 (part) and 100/1 (part) of village Bambolim, Taluka, Tiswadi, Goa which is inspected and verified by the **ALLOTTEES** and have satisfied themselves that the title of the **VENDOR** to the said built – up property is absolute, clear and marketable, free from any encumbrances of whatsoever nature.
- (M) The **ALLOTTEES** have made their own inquiries, inspected and verified all the relevant records and documents of the **VENDOR** and is satisfied with the same and have agreed not to raise any further requisitions or any objections in relation thereto including for the Title of the **VENDOR**.
- (N) The **VENDOR** have obtained the sanctions, permissions and approvals from the local authority viz. the Village Panchayat of Curca, Bambolim & Talaulim, as well as other necessary and concerned authorities, which include plans, specifications, R.C.C designs, elevations, and other necessary details for construction of the buildings and

Villas and the other apartments as hereinbefore mentioned.

- (O) While sanctioning the said plans for the said Building/s and other structures the concerned local authorities and/or government have laid down/may lay down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the **VENDOR** while constructing the said Building/s and other structures and only upon due observance and performance of which the occupation and the completion certificate in respect of the said Building/s other structures shall be granted by the concerned local authority.
- (P) The **VENDOR** have accordingly commenced Sector 2 construction of storied buildings containing apartments, flats, as well as Villas as, hereinabove mentioned on the part of the land of the said property admeasuring totally 22250 sq.mts surveyed under survey nos. 95/1, (part) and 100/1 (part) of Village Bambolim, Taluka, Tiswadi, Goa in accordance with approved plans with provision for common statutory spaces, facilities and amenities appurtenant to the constructed apartments and units and have offered the same to prospective **ALLOTTEES** thereof.

- (Q) For the purpose of maintenance, up-keep, replacement etc. of the said special amenities as mentioned at recital' D the **VENDOR** have planned to form an organization or
- (R) separate organizations with a central organization, if deemed necessary of the **ALLOTTEESS** of units or apartments within the aforesaid development consisting of a residential complex of built-up units or apartments, after completion of sale of all the units therein and in the meanwhile an ad-hoc body appointed by the **VENDOR** shall be entrusted with such advising the Company as to, maintenance, upkeep etc, and the organization for brevity sake shall hereinafter be referred to as "the organization and/or the organizations".
- (S) The **ALLOTTEESS** and or the organization including after conveyance or such other document vesting title to any constructed and completed unit in favour of the **ALLOTTEESS**, shall not seek sub-division of the proportionate area appurtenant to the unit purchased by the **ALLOTTEESS** or be entitled to any FAR other than the FAR already consumed by the **VENDOR** for the construction of units and apartments in the said built up area for the **ALLOTTEESS**.

(T)

AND WHEREAS the **VENDORS** are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the **VENDOR** has proposed to construct on the project land (here specify number of buildings and wings thereof) having _____(here specify number of Basements,/podiums/stilt and upper floors)

AND WHEREAS the **ALLOTTEES** is offered an Apartment bearing number _____ on the _____ floor, (herein after referred to as the said “Apartment”) in the _____ wing of the Building called _____ (herein after referred to as the said “Building”) being constructed in the _____phase of the said project, by the **VENDOR**

AND WHEREAS the **VENDOR** 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; **AND WHEREAS** the **VENDOR** has registered the Project under the provisions of the

Act with the Real Estate Regulatory Authority at _____
no_____; authenticated copy is attached in Annexure 'F';

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

AND WHEREAS on demand from the **ALLOTTEES**, the **VENDOR** has given inspection to the **ALLOTTEES** of all the documents of title relating to the project land and the plans, designs and specifications prepared by the **VENDOR's** Architects Messrs..... and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the **VENDOR**, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the **VENDOR** to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B',

respectively. AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1. AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the **VENDOR** and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2,

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the **ALLOTTEES**, as sanctioned and approved by the local authority have been annexed and marked as Annexure D

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

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which

are to be observed and performed by the **VENDOR** while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the **VENDOR** has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the **ALLOTTEES** has applied to the **VENDOR** for allotment of an Apartment No. onfloor in wing ____ situated in the building No. being constructed in the _____ phase of the said Project,

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

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

AND WHEREAS, prior to the execution of these presents the **ALLOTTEES** has paid to the **VENDOR** a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the **VENDOR** to the **ALLOTTEES** as advance payment or Application Fee (the payment and receipt whereof the **VENDOR** both hereby admit and acknowledge) and the **ALLOTTEES** has agreed to pay to the **VENDOR** the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the **VENDOR** has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016, with the Real Estate Regulatory Authority at no. _____;

AND WHEREAS, under section 13 of the said Act the **VENDOR** is required to execute a written Agreement for sale of said Apartment with the **ALLOTTEES**, being in fact these

presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the **VENDOR** hereby agrees to sell and the **ALLOTTEES** hereby agrees to purchase the Apartment and the garage/covered parking(if applicable)

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

1. The **VENDOR** shall construct the said building/s consisting of basement and ground/ stilt, /..... podiums, and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

*Provided that the **VENDOR** shall have to obtain prior consent in writing of the **ALLOTTEES** in respect of variations or modifications which may adversely affect the Apartment of the **ALLOTTEES** except any alteration or*

addition required by any Government authorities or due to change in law and as explained hereinbefore.

1(a) (i) The **ALLOTTEES** hereby agree to purchase from the **VENDOR** and the **VENDOR** hereby agrees to sell to the **ALLOTTEES** Apartment No. of the type of carpet area admeasuring sq. metres on floor in the building ____/wing (hereinafter referred to as "**THE APARTMENT**") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The **ALLOTTEES** hereby agree to purchase from the **VENDOR** and the **VENDOR** hereby agrees to sell to the **ALLOTTEES** parking spaces bearing Nos ____ situated at ____ Basement and/or stilt and /or ____podium being

constructed in the layout for the consideration of Rs.
_____-/-.

1(b) The total aggregate consideration amount for the apartment including parking spaces is thus Rs._____-/

1(c) The **ALLOTTEES** has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that **VENDOR** the balance amount of Rs(Rupees) in the following manner :

- (i) Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the **VENDOR** after the execution of Agreement
- (ii) Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the **VENDOR** on completion of the Plinth of the building or wing in which the said Apartment is located.
- (iii) Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the **VENDOR** on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

- (iv) Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the **VENDOR** on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- (v) Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the **VENDOR** on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- (vi) Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the **VENDOR** on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- (vii) Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the **VENDOR** 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.

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

The time for payment of instalments as above within notice period as per demand letter is the essence of the contract and failure to make payments accordingly shall apart from payment of interest also render this Agreement to be terminated at discretion of the **VENDOR**.

The **ALLOTTEES** shall be entitled to deduct from the purchase price the applicable TDS subject to providing the Certificate of payment thereof to the concerned authority for benefit of the **VENDOR**, within 7 days of such deduction so as to be treated as payment made under these presents to the **VENDOR**.

1(d) The Total Price as above and all other sums payable on or before possession to the **VENDOR** excludes all Taxes including GST and Cess or any other similar taxes which may be levied, in connection with the present transaction and same shall payable to the **VENDOR** in addition and as applicable now or up to the date of handing over the

possession of the Apartment and on the maintenance etc after the possession is taken.

- 1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time and the increase due to addition and alteration required by the ALLOTTEE and the purchase price and other sums payable by the ALLOTTEE are not subject to reduction for any reason whatsoever except at discretion of the VENDOR. The **VENDOR** undertakes and agrees that while raising a demand on the **ALLOTTEES** for increase in development charges, cost, or levies imposed by the competent authorities etc., the **VENDOR** shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the **ALLOTTEES**, which shall only be applicable to be paid with subsequent payments on demand but in any event payable on or before possession with interest if any applicable for delay or demur.

1(f) The **VENDOR** shall confirm the final carpet area that has been allotted to the **ALLOTTEES** after the construction of the Building 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 a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the **VENDOR**. If there is any reduction in the carpet area within the defined limit then **VENDOR** shall refund the excess money paid by **ALLOTTEES** within forty-five days with annual interest at the rate specified in the Rules, from the date when last installment is paid which shall be deemed towards payment of such an excess amount was paid by the **ALLOTTEES**. If there is any increase in the carpet area allotted to **ALLOTTEES**, the **VENDOR** shall be entitled to demand additional amount from the **ALLOTTEES** alongwith the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(g) The **ALLOTTEES** authorizes the **VENDOR** to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the **VENDOR** may in its sole discretion

deem fit and the **ALLOTTEES** undertakes not to object/demand/direct the **VENDOR** to adjust his payments in any other manner.

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

2.2 Time is essence for the **VENDOR** as well as the **ALLOTTEES**. The **VENDOR** shall subject to force majeure and other constraints including due to any Court proceedings or slump in the sales of its product under development within said Plinth etc. abide by the time schedule for completing the project as envisaged and handing over the Apartment to the **ALLOTTEES** and the common areas to the association/society of the **ALLOTTEES** after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the **ALLOTTEES** shall make timely payments of the instalment and other dues payable by him/her and

meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the **VENDOR** as provided in clause 1 (c) herein above. ("Payment Plan").

3. The **VENDOR** hereby declares that the Floor Space Index available as on date in respect of the project land is square meters only and **VENDOR** has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The **VENDOR** has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and **ALLOTTEES** has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the **VENDOR** by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to **VENDOR** only.

- 4.1 If the **VENDOR** fails to abide by the time schedule for completing the project and handing over the Apartment to

the **ALLOTTEES**, the **VENDOR** agrees to pay to the **ALLOTTEES**, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the **ALLOTTEES**, for every month of delay, till the handing over of the possession. The **ALLOTTEES** agrees to pay to the **VENDOR**, interest as specified in the Rule, on all the delayed payment which become due and payable by the **ALLOTTEES** to the **VENDOR** under the terms of this Agreement from the date the said amount is payable by the **ALLOTTEES** to the **VENDOR**.

- 4.2 Without prejudice to the right of **VENDOR** to charge interest in terms of sub clause 4.1 above, on the **ALLOTTEES** committing default in payment on due date of any amount due and payable by the **ALLOTTEES** to the **VENDOR** under this Agreement (including his/her proportionate share of taxes and outgoings levied by **VENDOR**, concerned local authority, State Government, Central Government and other outgoings) and on the **ALLOTTEES** committing three defaults of payment of instalments, the **VENDOR** shall at his own option, may terminate this Agreement and forfeit the amount as liquidated damages: Provided that, **VENDOR** shall give notice of fifteen days in writing to the **ALLOTTEES**, by

Registered Post AD and/or mail by e-mail **and/or through courier services have delivered such notice at the address** provided by the **ALLOTTEES in this present deed**, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the **ALLOTTEES** fails to rectify the breach or breaches mentioned by the **VENDOR** within the period of notice then at the end of such notice period, **VENDOR** shall be entitled to terminate this Agreement.

*Provided further that upon termination of this Agreement as aforesaid, the **VENDOR** shall refund to the **ALLOTTEES** (subject to adjustment and recovery of liquidated damages to the extent of 30% of the installment paid) within a period of thirty days of the termination, the balance sums remaining from the instalments of sale consideration of the Apartment which may till the Termination of this Agreement have been paid by the **ALLOTTEES** to the **VENDOR**.*

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range to be provided by the **VENDOR** in the said building and the Apartment as are set out in Annexure _____, annexed hereto.

6. The **VENDOR** shall give possession of the Apartment to the **ALLOTTEES** on or before..... day of20____. If the **VENDOR** fails or neglects to give possession of the Apartment to the **ALLOTTEES** on account of reasons beyond his control and of his agents by the aforesaid date then the **VENDOR** shall be liable on demand to refund to the **ALLOTTEES** the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the **VENDOR** received the sum till the date the amounts and interest thereon is repaid.

Provided that the **VENDOR** shall be entitled to reasonable extension of time for giving delivery of Villa on the aforesaid date, if the completion of Villa is delayed on account of:

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) any other acts or orders of any person/authority/Court creating situation beyond the control of the **VENDOR**.

(iv) slump in sale of the product/Villas in the said Plot or abrupt withdrawal of finance facility during construction stage as availed or to be availed.

7 **PROCEDURE FOR TAKING POSSESSION**

7.1 The **VENDOR**, upon obtaining the occupancy certificate from the competent authority and after the payment made by the **ALLOTTEES** of all the amounts including taxes and deposits, advances, charges and maintenance charges etc as per this Agreement and any increases therein as per this Agreement shall offer in writing the possession of the Apartment, to the **ALLOTTEES** in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the **VENDOR** shall accordingly give possession of the Apartment to the **ALLOTTEES**. The **VENDOR** agrees and undertakes to indemnify the **ALLOTTEES** in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the **VENDOR** and vice versa. The **ALLOTTEES** agree(s) to pay the deposits and other sums including maintenance charges as determined by the **VENDOR** or association of **ALLOTTEES**, as the case may be. The **VENDOR** on its behalf shall subject to above, offer to hand over the possession of the Apartment to the **ALLOTTEES**

in writing within 7 days of receiving the occupancy certificate of the Project. whereupon the ALLOTTEE shall be liable to make the payments within notice period irrespective of his/her taking possession of the said Villa or extending the same to be taken within said period of three months.

7.2 The **ALLOTTEES** shall take possession of the Apartment within 15 days of the written notice from the **VENDOR** to the **ALLOTTEES** intimating that the said Apartments are ready for use and occupancy:

7.3 **FAILURE OF ALLOTTEES TO TAKE POSSESSION OF APARTMENT:**

Upon receiving a written intimation from the **VENDOR** as per clause 7.1, the **ALLOTTEES** shall make payments as aforesaid and thereafter within agreed period take possession of the Apartment from the **VENDOR** by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the **VENDOR** shall give possession of the Apartment to the **ALLOTTEES**. In case the **ALLOTTEES** fails to take possession within the time provided in clause 7.1 such **ALLOTTEES** shall continue to be liable to pay

maintenance charges and all other sums as applicable from the date of Occupancy Certificate.

7.4 If within a period of five years from the date of handing over the Apartment to the **ALLOTTEES**, the **ALLOTTEES** brings to the notice of the **VENDOR** any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of poor workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the **VENDOR** at his own cost and if any warranties are applicable such as water proofing, geyser, boilers, lifts, treatment plants etc the ALLOTTEE shall pursue with such supplier/contractor himself or through the concerned Society. In case it is not covered by warranties and not possible to rectify such defects, then the **ALLOTTEES** shall be entitled to receive from the **VENDOR**, compensation for such defect in the manner as provided under the Act.

8. The **ALLOTTEES** shall use the Apartment or any part thereof or permit the same to be used only for purpose of Residence as also use the garage or parking space only for purpose of keeping or parking vehicle.

9. The **ALLOTTEES** along with other **ALLOTTEES** of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the **VENDOR** may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the **VENDOR** within seven days of the same being forwarded by the **VENDOR** to the **ALLOTTEES**, so as to enable the **VENDOR** to register the common organisation of **ALLOTTEES**. No objection shall be taken by the **ALLOTTEES** 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 the **VENDOR**, as the case may be, or any other Competent Authority.

9.1 The **VENDOR** shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest in the said

structure of the Building or wing in which the said Apartment is situated.

9.2 The **VENDOR** shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of in the project land on which the building with multiple wings or buildings are constructed.

9.3 The purchasers over and above the consideration amount or purchase price paid to the Vendors as mentioned above shall also prior to taking over possession of the said apartment and execution of Deed of sale and conveyance in favour of the purchasers, keep deposited with the vendors and pay to pay the vendors the following sums.

- (i) _____ to the vendors towards formation of Residential unit Owners organization (condominium) with its rules and regulations and Bye-laws.
- (ii) _____ per sq.ft of built up area of the residential unit agreed to be purchased hereunder as and by way of interest free deposit as corpus fund for defraying expenses towards cost of the said special amenities until the formation of the body of apartment/villas owners organization or organizations whereupon such corpus

fund with its accounting/ expenses incurred shall be handed over to the organisation /body of villa/ apartment owners which shall look and provide such services. The interest earned on the corpus fund shall be utilized for the purpose stated above and if the interest is insufficient for the purpose then in such event the vendors or the owners organization as the case may require shall call upon the owners to contribute in proportion to their units towards the maintenance of the common facilities, amenities, the said special amenities etc and on such call the purchasers shall be bound to contribute their proportionate share as indicated by the organization for the purpose mentioned above

10. The **ALLOTTEES** shall on or before delivery of possession of the Apartment keep deposited with the **VENDOR**, the following amounts :

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

(ii) Rs. for share money, application entrance fee of the Association of Plot Owners in Phase I & II

- (iii) Rs. for formation and registration of the Society or Limited Company..
- (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company.
- (iv) for formation and registration of the Association of Plot Owners in Phase I & II.
- (v) for Corpus Fund towards the proportionate share of taxes and other charges/levies in respect of the Association of Plot Owners in Phase I & II.
- (vi) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges.
- (vi) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges within said Plot for common areas and facilities.
- (vii) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout of the building/s.

(viii) Rs _____ towards Development Charges
subject to increase if any.

11. The **ALLOTTEES** shall also pay to the **VENDOR** a sum of Rs. for reimbursement in lumpsum of all legal costs, charges and expenses, including professional costs of the Attorney-at Law/Advocates of the **VENDOR** in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease etc as the case may be.
12. At the time of registration of conveyance of the structure of the building or wing of the building, the **ALLOTTEES** shall pay to the **VENDOR**, the **ALLOTTEES'** share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance of the project land, the **ALLOTTEES** shall pay to the **VENDOR**, the **ALLOTTEES** share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of

transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. **REPRESENTATIONS AND WARRANTIES OF THE VENDOR:**

The **VENDOR** hereby represents and warrants to the **ALLOTTEES** as follows:

- (i) The **VENDOR** has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- (ii) The **VENDOR** has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- (iii) There are no encumbrances upon the project land or the Project except those disclosed in the title report and the **ALLOTTEE** expressly confirms the right of

the **VENDOR** to alter or amend the mortgage including to clear the mortgage and have another mortgage in favour of any other Bank or Institution as deemed fit on such terms as the **VENDOR** can avail provided no such mortgage shall be created in respect of building/s in which the Apartment is situated till the validity of these presents and the current mortgage if any on the building/s in which the Apartment is situated shall stand released in terms of said NOC issued or such amended NOC as may be issued by the other mortgagee Bank/Institution in case of switchover by the **VENDOR** subject to the present NOC for building/s.;

- (iv) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said

building/wing shall be obtained by following due process of law and the **VENDOR** has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

- (vi) The **VENDOR** has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the **ALLOTTEES** in manner and to the extent created herein, may prejudicially be affected;
- (vii) The **VENDOR** has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of **ALLOTTEES** to the extent as created under this Agreement;
- (viii) The **VENDOR** confirms that the **VENDOR** is not restricted in any manner whatsoever from selling the said Apartment to the **ALLOTTEES** in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed of the structure to the association of **ALLOTTEES** the **VENDOR** shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the **ALLOTTEES**;

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

(xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the **VENDOR** in respect of the project land and/or the Project except those disclosed in the title report.

14. The **ALLOTTEES** with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the **VENDOR** as follows :

- (i) Not to raise any objection or claims or demands as are inconsistent or any contrary to the provisions of these presents and his/her/its covenants and acceptances as set out in these presents and on the part of **ALLOTTEES** to be observed and performed as fundamental terms of these presents failure of which shall entitle the **VENDOR** to terminate these presents and consequences of termination as aforesaid shall follow.
- (ii) To maintain the Apartment at the **ALLOTTEES** own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- (iii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or

storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the **ALLOTTEES** in this behalf, the **ALLOTTEES** shall be liable for the consequences of the breach.

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

consequences thereof to the concerned local authority and/or other public authority.

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

(vi) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby

any increased premium shall become payable in respect of the insurance.

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

(viii) Pay to the **VENDOR** within fifteen days of demand by the **VENDOR**, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

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

(x) The **ALLOTTEES** shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the **ALLOTTEES** to the **VENDOR** under this Agreement are fully paid up.

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

- (xii) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the **ALLOTTEES** shall permit the **VENDOR** and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- (xiii) Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the **VENDOR** and their surveyors and agents, with or without workmen and others, are and shall remain entitled at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- (xiv) The **ALLOTTEE** is not entitled to and shall not cause any let or hindrance to the development on the said Plot in any manner howsoever or with the rights of

the **VENDOR** or any person claiming or to claim by under or in trust for the **VENDOR**.

15. The **VENDOR** shall maintain a separate account in respect of sums received by the **VENDOR** 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 towards the out goings, legal charges and shall utilize the amounts for all or any of the purposes for which they have to be spent till the Co-operative Society or Company or its Ad hoc Body takes over the management of such affairs and in case of shortfall the **ALLOTTEE** undertakes to make good and contribute further sums as may be demanded by the **VENDOR** or the Co-operative Society or Company or its Ad hoc Body, as the case may be and undertakes to bear and pay the interest as applicable and levied for delay or demur or default in payment of such sums within notified period as per demands raised.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The **ALLOTTEES** shall have no claim save and except in respect of the Apartment

hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the **VENDOR** until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. **VENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

18. **BINDING EFFECT:**

Forwarding this Agreement to the **ALLOTTEES** by the **VENDOR** does not create a binding obligation on the part of the **VENDOR** or the **ALLOTTEES** until, firstly, the **ALLOTTEES** signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date

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

19. **ENTIRE AGREEMENT:**

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

20. **RIGHT TO AMEND:**

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

21. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEES / 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 Project shall equally be applicable to and enforceable against 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.

22. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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.

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

Wherever in this Agreement it is stipulated that the **ALLOTTEES** has to make any payment, in common with other **ALLOTTEES** in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

24. **FURTHER ASSURANCES:**

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

25. **PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the **VENDOR** through its authorized

signatory at the **VENDOR's** Office, or at some other place, which may be mutually agreed between the **VENDOR** and the **ALLOTTEES**, and after the Agreement is duly executed by the **ALLOTTEES** and the **VENDOR** or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____ .

26. The **ALLOTTEES** and/or **VENDOR** shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the **VENDOR** will attend such office and admit execution thereof.

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

NAME OF ALLOTTEES:

(ALLOTTEES'S Address)

Notified Email ID: _____

M/s **VENDOR** name

(**VENDOR** Address)

Notified Email ID: _____

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

28. **JOINT ALLOTTEES:**

That in case there are Joint **ALLOTTEES** all communications shall be sent by the **VENDOR** to the **ALLOTTEES** 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**.

29. **STAMP DUTY AND REGISTRATION:**

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

30. **GST AND CESS OR OTHER LEVIES/IMPOST**

WHATSOEVER:

The GST, Cess and all other levies and impost whatsoever now or hereafter payable on this Agreement or in relation thereto an on any and every other sums that the ALLOTEE is liable to pay to the VENDOR or proposed Society or Apex Body or on their behalf to the VENDOR shall be borne by the **ALLOTTEES**.

31. **DISPUTE RESOLUTION:**

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

32. **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 laws of India for the time being in force and the Courts within the State of Goa will have the jurisdiction for this Agreement.

32. The **ALLOTTEES** have prior to the execution of this Agreement, satisfied themselves about the title of the **VENDOR** of the said built up property being good, clear and marketable and has accepted the same.
33. Possession of the said Apartment has not been delivered to the **ALLOTTEES**.
34. The **ALLOTTEES** hereby agrees to pay TDS as applicable and any future tax levied by the Central and Goa Government on the consideration payable to the **VENDOR**.

THE FIRST SCHEDULE HEREINABOVE REFERRED:

All that part of land of the said larger property mentioned hereinabove admeasuring 22250 sq. mts comprising of survey numbers 95/1 (part) and 100/1 (part) of village Bambolim, Taluka Tiswadi-Goa. Property bearing survey no. 95/1 (part) bears matríz no. 155 and land Registration No. 1681 of Book B – 5 New at pages 47 overleaf of Ilhas Taluka, Goa and property bearing No. 100/1 (part) bears land Registration No. 1895 of Book B – 5 New and enrolled in the respective Revenue (matríz) nos. 117, 157 and 158 of Ilhas Goa as shown delineated in red outline annexed hereto and bounded as follows:-

North : Survey No. 102

South : Survey Nos. 96/1 and 98

East : Survey Nos. 94/1 and 96/1

West : Survey No. 99

THE SECOND SCHEDULE HEREINABOVE REFERRED :

All that _____ **bedroom** self contained Apartment located on the floor in Building named “_” **and apartment No. ____** in **Sector _____** identified as _____ admeasuring _____ **Sq.ft** (**_____ Sq.meters**) along with proportionate undivided share of land appurtenant thereto as shown in the floor plan annexed hereto in red colour shading as **Annexure “B”** and bounded as follows:-

North: By

South: By

East: By

West: By

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET
AND SUBSCRIBED THEIR RESPECTIVE HANDS HERETO ON
THE DAY AND YEAR FIRST HEREINABOVE WRITTEN IN
THE PRESENCE OF WITNESSES.

Signed, executed and delivered)
for and on behalf of the)
within named **VENDOR** Goan Real)
Estate and Construction Pvt. Ltd.)
by their authorized signatories)_____

Left hand finger prints Right hand finger prints

1.	<div></div>	1.	<div></div>
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3.	<div></div>	3.	<div></div>
4.	<div></div>	4.	<div></div>

5.

2) _____

Left hand finger prints

Right hand finger prints

1.

1.

2.

2.

3.

3.

4.

4.

5.

Signed, executed and delivered)

By the within named)

ALLOTTEESS)

1.) _____

Left hand finger prints

Right hand finger prints

1.

1.

2.

2.

3.

3.

4.

4.

5.

5.

1.) _____

Left hand finger prints

Right hand finger prints

1.

1.

2.

2.

3.

3.

4.

4.

5.

5.

Witnesses:

1. _____

2. _____

LETTER HEAD OF THE COMPANY

Date:-

To,

Name of the Allottee,

r/o.....

Sub:- **Documents pertaining to Apartment** _____

Sir/Madam,

As required and in compliance with the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations made thereunder, the following documents are submitted to you:-

ANNEXURE -A

The original copy of the Agreement for Construction and Sale dated _____ duly executed before the Sub-Registrar of _____, Tiswadi-Goa, under registration no. _____ dated _____.

ANNEXURE -B

Authenticated copies of Form I & XIV showing title of the company to the project land.

ANNEXURE -C

Authenticated copies of the plans of the Layout as approved by the Town and Country Planning Department dated _____, Development Permission dated _____, NOC by the Department of Public Health dated _____, Construction license issued by the Village Panchayat of _____dated _____

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the ALLOTTEE as approved by the Town and Country Planning Department dated _____, Development Permission dated _____, NOC by the Department of Public Health dated _____, Construction license issued by the Village Panchayat of _____ dated _____)

ANNEXURE – E

(Specification and amenities for the Apartment/building/s),

ANNEXURE -F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority).

Received of and from the ALLOTTEE above named the sum of Rupees on execution of Agreement for Construction and sale dated _____ towards Earnest Money Deposit or application fee.

I say received.

The VENDOR