

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is made and executed on this _____ day of _____ Two Thousand and _____
(____/____/2018),

BY AND BETWEEN

ZUARI GLOBAL LIMITED, a public limited company registered under the Companies Act, 1956, having its registered office at Jai Kisaan Bhawan, Zuari Nagar, Goa - 403726, holding PAN Card no. **AAACZ0306P** herein represented by its Authorized Signatory _____, aged ____ years, son of Mr. _____, holding PAN Card No. _____, residing at _____, duly authorised by the board of directors meeting dated _____, hereinafter referred to as **"Promoter"** (which expression shall unless it be repugnant to the context or meaning thereof shall include its successors, administrators and assigns) of the **First Part**;

AND

MR. _____ (Aadhaar No. _____) aged about _____ years, son of Mr. _____, residing at _____ (PAN 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 heirs, executors, administrators, successors-in-interest and permitted assigns) of the **Second Part**.

The Promoter and the Allottee are hereinafter collectively referred to as the **"Parties"** and individually as a **"Party"**.

DEFINITIONS:

For the purpose of this Agreement of Sale, unless the context otherwise requires:—

- a) 'Act' means the Real Estate (Regulation and Development) Act 2016 (16 of 2016);
- b) 'Appropriate Government' means the central Government and the Government of Goa— wherever applicable as the case may be;
- c) 'Rules' means *The Goa Real Estate (Regulation and Development)(Registration of Real Estate projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules 2017* made under the Real Estate (Regulation and Development) Act 2016 and wherever applicable as the case may be;
- d) 'Regulations' means regulations made under the Real Estate (Regulation and Development) Act 2016
- e) 'Section' means a section of the Act.

WHEREAS

- A.** WHEREAS there exists a part and parcel of land admeasuring 229,875 m² bearing Survey no. 194/1-A in Village Sancoale, Mormugao Taluka, South Goa known as PATAN OR PATTONA OR PALONA, Land Description no. 121 enrolled under Matriz Nos. 572 and 573 in the taluka revenue office and Registration Sub-District Mormugao and District South Goa in the State of Goa (hereinafter referred to as SAID WHOLE PROPERTY).
- B.** Whereas Promoter is developing a residential township known as Zuari Rain Forest (hereinafter referred to as the **"Project"**) on a portion of the SAID WHOLE PROPERTY admeasuring 27,898.61 m², hereinafter referred to as THE PROPERTY described in detail in the Schedule I hereunder.
- C.** WHEREAS the SAID PROPERTY belongs to ZUARI GLOBAL LIMITED, Promoter by virtue of the Deed of Exchange Registered under No. 884 at pages 143 to 164, of Book No. I, Volume No. 1550, dated 28.05.2013
- D.** WHEREAS on 10.06.2009 Additional Collector South Goa issued Sanad under no. AC-I/SG/CONV/16/2009 for conversion of the said Property
- E.** WHEREAS Promoter, accordingly, is carrying out the construction of a Residential Complex identified as Zuari Rain Forest comprising of flats in the said Property
- F.** The Promoter is developing the said Land into a residential township known as **'Zuari Rain Forest'** ("Project") and a portion of the said land herein after referred to as Project Land is being used for the purpose of building Apartment and the project land is more fully described in the **Schedule A** hereunder (**"Schedule A Property"**).
- G.** The Promoter has registered the Project under the provisions of the Act with the Goa Real Estate Regulatory Authority at Bangalore on ___st ____ 2017 under registration no.
- H.** The Allottee had applied for an Apartment in the Project vide application no. _____ dated ___th ____ 201__ and has been allotted Apartment no. ____ having carpet area of _____ square feet, _ BHK, on _____ floor in Block no. _____ ("Building") along with parking in the _____ as permissible under the applicable law and of pro rata share in the common areas (**"Common Areas"**) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the **"Apartment"**)

more particularly described in **Schedule B** and the floor plan of the Apartment is annexed hereto and marked as **Schedule C**);

- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, specifications etc., applicable to the project.
- K. The parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained herein this Agreement and applicable laws are now willing to enter in to this Agreement on the terms and conditions hereinafter appearing.
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell 'B' Schedule land and Apartment with car parking slot described in **Schedule B** below narrated in **Para H** and the Allottee agrees to purchase it.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. ENGAGEMENT OF THE PROMOTER

The Promoter agrees to sell and the Allottee agrees to purchase the Apartment specified in Para H above.

2. CONSIDERATION

- 2.1. In consideration of the Promoter agreeing to sell the Apartment specified in **Para H** the Allottee shall pay to the Promoter based on the carpet area a sum of **Rs. _____/- (Rupees _____Only)** ("**Consideration**"). The Consideration shall be exclusive of all statutory taxes, both direct and indirect, legal and documentation charges, cheque/DD/charges levied by the bank towards

realization and maintenance charges for which the Allottee shall be separately liable to pay.

- a. Stamp Duty, Deficit Stamp Duty if any, Registration Fees, Legal Fees and other incidental expenses in connection with the registration of Sale Deed will be payable separately by the Allottee at the time of Possession.
 - b. The total price above includes the booking amount paid by the Allottees to the Promoter towards the Apartment.
 - c. 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. Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the project by the Authority, as per the Act, the same shall not be charged from the Allottee.
 - d. The Promoter shall periodically intimate in writing to the Allottee the amount payable and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall on demand 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.
 - e. The total price of Apartment includes cost of land, construction of (not only the Apartment but also) the Common areas, internal development charges, external development charges, , cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, flooring, doors, windows, fire detection and firefighting equipment in the common areas.
- 2.2. The total price 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 Authorities and/or any other increase in charges which may be levied by the competent authority from time to time. The Promoter undertake and agree 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. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.

2.3. For abundant caution it is clarified that the Allottee's liability towards the following services, levies and taxes are not included in the Consideration.

2.4. All payments for any other additional work, alteration or facility in respect of the Schedule C Property desired by the Allottee. Stamp Duty, Deficit Stamp Duty if any, Registration Fees, and other incidental expenses in connection with this agreement and registration of Sale Deed is extra and payable by the Allottee at the time of execution of this agreement and sale deed.

2.5. GST and applicable other taxes which shall be separately payable at applicable rates

2.6. The payment of the Consideration shall be made by the Allottee to the Promoter in the manner set out in Schedule E, attached hereto. The Allottee has, on or before the execution of this Agreement paid to the Promoter, the amounts mentioned in Schedule E as 'booking deposit' ("Booking Deposit"), which shall be adjusted towards the balance of the sale Consideration. The payment of the Consideration as provided in Schedule E shall be the essence of this Agreement.

3. MODE OF PAYMENT

Subject to the terms of this Agreement and the Promoter abiding by the construction milestone as mentioned in the Schedule E, on written demand to the above address by the Promoter, the Allottee shall make payment within 15 days from the date demand note to the Promoter either by way of demand draft or account payee cheque/s or by wire transfer favoring 'M/s. Zuari Global Limited' payable at _____, A/c. No. _____, drawn on _____; or by way of an electronic fund transfer to the account of the Promoter, _____, (such electronic fund transfer being done after prior intimation to the Promoter in writing).

3.1. If the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed by the Rules.

3.2. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his /her name and the Allottee undertakes not to object/direct the Promoter to adjust his payments in any manner.

3.3. The Promoter shall provide necessary receipts for all payments received from the Allottee.

4. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

The Allottee if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, RBI Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment/ acquisition/ sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the RBI or any other applicable law. The Allottee understands and agrees that in the event of his failure on his/her part to comply with the applicable guidelines issued by RBI he/she shall be liable for any action under the said laws as applicable, as amended from time to time.

4.1. The Promoter accepts no responsibility in regard to matters specified above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in anyway and the Promoter shall be issuing the payment receipts in favour of the Allottee.

5. TIME IS ESSENCE

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over of the Apartment to the Allottee and the common areas to the Association of Allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE APARTMENT

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the TCPD and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. DELIVERY OF POSSESSION

The Promoter agrees and understands that timely delivery of the Apartment to the Allottee and the common areas to the association of Allottees or the competent Authority, as the case may be, is the essence of this Agreement. The Promoter assures to hand over possession of the Apartment to the Allottee along with ready and complete common areas with all specifications, amenities and facilities of the project in place on or before _____ **20__**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the Promoter to implement the project. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount

received by the Promoter from the allotment within 30 days from that date. 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 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.

- 7.1. **Procedure for Taking Possession:** The Promoter, upon obtaining the Occupancy Certificate from the competent authority shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. 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, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be after the issuance of the completion certificate for the project. The Promoter shall hand over the occupancy certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same.
- 7.2. **Failure Of The Allottee To Take Possession Of The Apartment:** Upon receiving a written intimation from the Promoter as per Para 7.1, the Allottee shall take possession of the 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 Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.1, such Allottee shall continue to be liable to pay maintenance charges as specified in Para 7.1.
- 7.3. **Possession By The Allottee:** After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans including the common areas to the association of Allottees or the competent authority, as the case may be, as per the local laws. Provided that, in the absence of any local law, the Promoter shall hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.
- 7.4. **Cancellation by the Allottee:** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment and 25% of any additional payments made by the Allottee as liquidated damages. The balance amount of money paid by the Allottee shall be refunded by the Promoter to the Allottee within 30 days of such cancellation.

- 7.5. **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 project is being developed or has been developed, in the manner as provided under the Act & Rules 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.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 5; or (ii) due to discontinuance of his business as a developer on account of suspension and revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules, including compensation in the manner as provided under the Act within Thirty days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within thirty days from the date of possession.

- 7.6. However, the handing over of the possession to the Allottee by the Promoter of the **Schedule B** Property shall be subject to the payment of the entire Consideration, stamp duty and registration charges and all other fee and charges specified herein above by the Allottee to the Promoter in accordance with **Schedule E**.

- 7.7. The Allottee shall after the execution of the sale deed, contribute his proportionate share of the amount to the entity formed by the owners of the **Schedule 'A' Property** for maintenance of the **Schedule 'A' Property** ("**Owners' Maintenance Entity**").

- 7.8. If the Allottees fail to co-operate or fail to participate towards the formation of Association and due to the said reason if no such Owners'

Maintenance Entity is formed, then, the Allottees shall be liable to pay to the Promoter meeting the following failing which, the Promoter shall have no obligation to maintain the **Schedule A property**:

- (i) expenses for maintenance of pump sets, generators and other machinery, sanitary and electrical connections in the common areas of the Schedule A Property, including the cost of annual maintenance contracts for these equipment;
- (ii) electricity consumption charges for running all common services and lighting the common areas, basement and all open areas and water consumption charges of **Schedule A Property**;
- (iii) costs of replacement of electrical fittings and bulbs in all common areas, corridors, basement and open places;
- (iv) expenses for maintenance of the **Schedule B Property** and the land surrounding thereto, white washing and colour washing of common areas, external areas compound wall;
- (v) expenses incurred for maintenance of landscape and garden areas, in the **Schedule A Property**;
- (vi) salaries and wages payable to the property manager, security guards, lift operators, plumbers, electricians, gardeners, pumps and generator operators etc. appointed; and
- (vii) Such other expenses which are common in nature and not attributable to the **Schedule B Property** in particular but relates to the **Schedule 'A' Property** in general.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

The Promoter hereby represents and warrants to the Allottee as follows:

- 8.1. The Promoter has absolute clear and marketable title with respect to the Land; the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possession of the said Land for the project;
- 8.2. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the project;
- 8.3. Except the mortgage of the property made to the financing institution The IndusInd bank Ltd., _____ Branch, New Delhi, there are no encumbrances upon the said Land or the project;
- 8.4. There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;

- 8.5. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and 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, said Land and Apartment and common areas;
- 8.6. 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;
- 8.7. 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 Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- 8.8. 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;
- 8.9. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be;
- 8.10. The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- 8.11. 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 has been issued and possession of 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 the association of Allottees or the competent authority, as the case may be;
- 8.12. 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 by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1. 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 Apartment to the Allottee within the time period specified above or fails to complete the 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 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 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.

9.2. 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 Apartment, along with interest at the rate prescribed in the Rules within thirty days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he 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 Apartment, which shall be paid by the Promoter to the Allottee within thirty days of it becoming due.

9.3. 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 Two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, 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 two months of two consecutive demands after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount plus 25% of any additional payments made by the Allottee with interest liabilities 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.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per para 2.1 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 2 months from the date of issuance of the Occupancy Certificate or the completion certificate, as the case may be, to the Allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID APARTMENT / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottees upon the issuance of the completion certificate of the project. The advance maintenance charges shall be collected separately, after adjusting the cost incurred towards maintenance and balance charges will be transferred to Association or Maintenance Entity at the time of possession.

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 Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

The following contained herein shall not cover defects, damages, malfunction resulting from:

- (i) Misuse, modification or repairs effected by the Allottee without the knowledge and consent of the Promoter;
- (ii) Cases of Force Majeure;
- (iii) Any interior works undertaken by the Allottee;
- (iv) Failure on the part of the Allottee to maintain the amenities/equipment in accordance with the manufacturer's instructions; and
- (v) Willful acts of omission or commission and/or of misfeasance on the part of the Allottee.

Warranty for other equipment or fit outs will be as provided by their respective manufacturers on their standard terms.

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/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the 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:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Zuari Rain Forest Project 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 APARTMENT:

15.1. Subject to the terms and conditions set out above, the Allottee shall, after taking possession, be solely responsible to maintain the 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 Apartment and keep the 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.

15.2. 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 Project, buildings therein or Common Areas. The Allottees 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 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 Apartment.

15.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the 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 Project 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 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. APARTMENT OWNERSHIP ACT :

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Goa local laws. The Promoter showing compliance of various laws/regulations as applicable in the state of Goa.

20. 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 with all the schedules along with the payments due as stipulated in the Payment Plan within 15 (fifteen) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar at Goa as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 15 (fifteen) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith

including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, 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, as the case may be.

22. RIGHT TO AMEND:

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

23. CHANGE OF NAME

The Allottee shall not do any act, deed or thing or support any action or resolution for the change of name of the Project from 'Zuari Rain Forest' to any other name, or for the change of the name of any of the phases or blocks or portions of the Project.

24. RIGHT TO ASSIGN

24.1. Without the prior written consent of the Promoter, the Allottee shall not be entitled to assign/transfer any right, title or interest under this Agreement to a third party. It is clarified that the Promoter is not obliged to give their consent for any assignment by the Allottee, and should the Promoter accord its consent to the assignment of this Agreement by the Allottee the same may be accorded with such conditions as the Promoter may deem fit. Provided however that the Allottee may, with prior written intimation to the Promoter in this regard, assign his entire right, title and interest under this Agreement to a blood relative. No partial assignment by the Allottee of any right, title or interest under this Agreement or **Schedule 'A' Property/Schedule B Property** would be permitted (including to a blood relative).

24.2. Subject to the proviso in Clause 22.1 above, any assignment by the Allottee for which the Promoter has given its written consent shall be at an additional charge of Rs. 100 (Rupees One Hundred only) per square foot calculated on the Carpet area of **Schedule B Property** and payable by the Allottee to the Promoter. It is clarified that the Allottee shall not be

liable to pay any additional charges to the Promoter in the event of an assignment of this Agreement to a blood relative (as defined herein).

24.3. Further, any assignment or transfer to a third-party that may be permitted by the Promoter, shall be done so only if such assignee or transferee deposits with the Promoter, an amount equivalent to 50% (fifty percent) of the Consideration that still remains to be paid by the Allottee at the time of making such assignment. After the assignment of this Agreement, such third party shall continue to make payments with respect to the Consideration in the manner set out in this Agreement.

For the purposes of this Agreement, "blood relative" shall mean father, mother, children and spouse.

25. DEPOSIT FOR COMMON EXPENDITURE AND MEMBERSHIP FEES

- a) The allottee agrees to pay the promoter the charges levied by the Department towards Electricity meters and reimburse any other deposit which will be provided by the promoter in the individual name of the allottee.
- b) The allottee shall deposit a non-refundable amount of **Rs.** _____ **(Rupees _____ only)**, towards lump sum deposit for a period of One year only, towards maintenance of the said apartment.
- c) The PROMOTER shall have to form any Entity/Society/ Association/ Company for the purpose of maintenance of the said project, which shall be managed by the said entity.

26. 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 Apartment and the 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.

27. WAIVER NOT A LIMITATION TO ENFORCE:

27.1. 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 [Annexure C] 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 Allottees.

27.2. 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.

28. 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.

29. 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 Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartment in the Project.

30. 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.

31. PLACE OF EXECUTION:

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

32. 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:

ALLOTTEE:

MR. _____

PROMOTER:

M/s. **ZUARI GLOBAL LIMITED**
Jai Kissan Bhawan,
Zuari Nagar, Goa – 403726.

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.

33. 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.

34. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Apartment, or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such Apartment, or building, as the case may be, 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.

35. GOVERNING LAW:

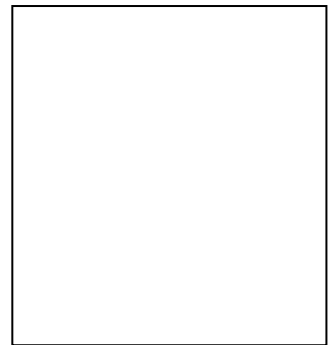
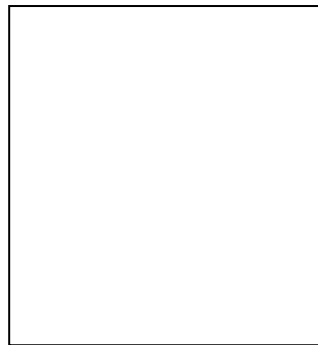
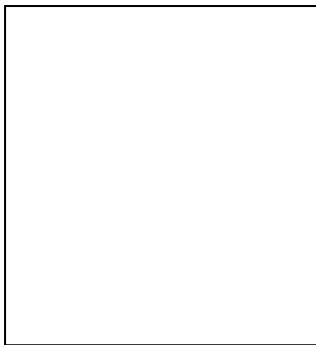
That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

36. 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 Act.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Goa in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED: (ALLOTTEE)



(Please affix photograph and Allottee, including joint buyers. Sign across the photograph)

1) Applicant's Signature: _____
Applicant's Name: _____
Address: _____

Left Hand Impressions:

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Right Hand Impression

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2) Co-Applicant's Signature: _____
Co-Applicant's Name: _____
Address: _____

Left Hand Impressions:

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Right Hand Impression

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SIGNED AND DELIVERED BY THE WITHIN NAMED: (PROMOTER)

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Authorised Signatory's Signature: _____

Authorised Signatory's Name: _____

Address: _____

Left Hand Impressions:

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Right Hand Impression

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SCHEDULE A
[Description of Schedule A Property]

All part and parcel of land admeasuring 27,898.61 m² forming part of Said Whole Property Surveyed under No.194/1-A of Village Sancoale, identified as "PATAN OR PATTONA OR PALONA", situated at Sancoale, within the limits of Village Panchayat of Sancoale, Taluka and Registration Sub-District Mormugao and District North Goa in the State of Goa.

The SAID PROPERTY is bounded as under: -

On the North: Sy no – 217 & 218.

On the South: Sy no – 178/1.

On the East: Sy no – 193.

On the West: Part of Survey no – 194/1-A.

SCHEDULE B
[Description of Schedule B Property]

Exclusive right to own and enjoy carpet area of _____ square feet, type _____, on _____ floor in block no. _____ ("**Building**") along with garage/covered parking no. _____ admeasuring _____ square feet in the _____[Please insert the location of the garage/covered parking], that forms a part the Schedule and Undivided right, title and interest of a proportionate share in the **Schedule A property** which is bounded on the :

East :
 West :
 North :
 South :

SCHEDULE D
SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)]

PARTICULARS	SPECIFICATIONS
Core Shell	Stilt + 5 floors RCC frame structure with solid block masonry design complying to Seismic Zone - III.
Tiles, Stones & Colors	Superior quality vitrified tiles in internal rooms and living.
	Anti-skid ceramic tiles in all toilets and kitchen floor.
	Ceramic tiles with contrast shades for DADO/cladding.
	Acrylic emulsion paints for internal walls.
	Texture paint for external walls.
	Granite counter top for kitchen with stainless steel sink.
Doors & Windows	Engineered wood finish doors for main entrance.
	Engineered doors for internal doors.
	UPVC doors & windows.
Electrical	Fire retardant copper wiring with PVC coating.
	Modular switches of reputed brand.
	DG backup for common areas, light points, fan & TV.
	TV and telephone points in living and bedrooms.
CP / Sanitary	All fixtures of reputed brands with low water discharge to reduce wastage.

SCHEDULE E
[Payment Plan]

The sale consideration of the **Schedule 'B' Property** is agreed at be **Rs. _____/- (Rupees _____ Only)** (excluding GST and applicable other taxes which shall be separately payable at applicable rates) and shall be payable by the Allottee in the manner given below:

We have received the following payments as on date:

Charge Type	Amount Received	Payment details
On Booking	Rs. _____/-	_____
On allotment	Rs. _____/-	_____

The balance sale consideration shall be payable as per the payment schedule as under:

Sl. No.	Milestones Schedule	Percentage
I	On Agreement	10%
II	On Foundation	20%
III	On Completion of 1 st Floor Slab	20%
IV	On Completion of 3 rd Floor Slab	15%
V	On Completion of Roof Slab	15%
VI	On Completion of Flooring	10%
VII	On Possession	10%
	Total	100%

NOTE:

- Maintenance Charges shall be collected separately, after adjusting the cost incurred towards maintenance and balance charges will be transferred to Association or Maintenance Entity at the time of possession.
- Stamp Duty, Deficit Stamp Duty if any, Registration Fees, and other incidental expenses in connection with this agreement & Sale Deed is extra and payable by the Allottee at the time of registration & possession.

SCHEDULE F

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

Right to use along with other owners of other units, all the common facilities provided in the **Schedule A Property** and / or the Project with a corresponding obligation to pay proportionately, the Allottees share of common expenses incurred for the maintenance/usage charges of all Common Facilities and areas in the **Schedule A Property** and / or the Project. "Common Facilities" shall mean and include:

- Themed gardens designed all around the project, which redefines the concept of open areas.
- Open Sporting area for children play area, Beach Volley Ball & Basket Ball.
- Registered for GRIHA green building project.
- Club House to include:
 - Gym, Yoga, Pool table & Table Tennis.
 - Pantry area.
 - Lounge.
 - Outdoor barbeque area.
 - Swimming pool with waterfall;

SCHEDULE C

[DESCRIPTION OF FLOOR PLAN OF THE APARTMENT]

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is made and executed on this _____ day of _____ Two Thousand and _____
(____/____/2018),

BY AND BETWEEN

ZUARI GLOBAL LIMITED, a public limited company registered under the Companies Act, 1956, having its registered office at Jai Kisaan Bhawan, Zuari Nagar, Goa - 403726, holding PAN Card no. **AAACZ0306P** herein represented by its Authorized Signatory _____, aged ____ years, son of Mr. _____, holding PAN Card No. _____, residing at _____, duly authorised by the board of directors meeting dated _____, hereinafter referred to as "**Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof shall include its successors, administrators and assigns) of the **First Part**;

AND

MR. _____ (Aadhaar No. _____) aged about _____ years, son of Mr. _____, residing at _____ (PAN 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 heirs, executors, administrators, successors-in-interest and permitted assigns) of the **Second Part**.

The Promoter and the Allottee are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

DEFINITIONS:

For the purpose of this Agreement of Sale, unless the context otherwise requires:—

- a) 'Act' means the Real Estate (Regulation and Development) Act 2016 (16 of 2016);
- b) 'Appropriate Government' means the central Government and the Government of Goa— wherever applicable as the case may be;
- c) 'Rules' means *The Goa Real Estate (Regulation and Development)(Registration of Real Estate projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules 2017* made under the Real Estate (Regulation and Development) Act 2016 and wherever applicable as the case may be;
- d) 'Regulations' means regulations made under the Real Estate (Regulation and Development) Act 2016
- e) 'Section' means a section of the Act.

WHEREAS

- A.** WHEREAS there exists a part and parcel of land admeasuring 229,875 m² bearing Survey no. 194/1-A in Village Sancoale, Mormugao Taluka, South Goa known as PATAN OR PATTONA OR PALONA, Land Description no. 121 enrolled under Matriz Nos. 572 and 573 in the taluka revenue office and Registration Sub-District Mormugao and District South Goa in the State of Goa (hereinafter referred to as SAID WHOLE PROPERTY).
- B.** Whereas Promoter is developing a residential township known as Zuari Rain Forest (hereinafter referred to as the **"Project"**) on a portion of the SAID WHOLE PROPERTY admeasuring 27,898.61 m², hereinafter referred to as THE PROPERTY described in detail in the Schedule I hereunder.
- C.** WHEREAS the SAID PROPERTY belongs to ZUARI GLOBAL LIMITED, Promoter by virtue of the Deed of Exchange Registered under No. 884 at pages 143 to 164, of Book No. I, Volume No. 1550, dated 28.05.2013
- D.** WHEREAS on 10.06.2009 Additional Collector South Goa issued Sanad under no. AC-I/SG/CONV/16/2009 for conversion of the said Property
- E.** WHEREAS Promoter, accordingly, is carrying out the construction of a Residential Complex identified as Zuari Rain Forest comprising of flats in the said Property
- F.** The Promoter is developing the said Land into a residential township known as **'Zuari Rain Forest'** ("Project") and a portion of the said land herein after referred to as Project Land is being used for the purpose of building Villa and the project land is more fully described in the **Schedule A** hereunder (**"Schedule A Property"**).
- G.** The Promoter has registered the Project under the provisions of the Act with the Goa Real Estate Regulatory Authority at Bangalore on ____st ____ 2017 under registration no.
- H.** The Allottee had applied for an Villa in the Project vide application no. _____ dated ____th ____ 201__ and has been allotted Villa no. ____ having carpet area of _____ square feet, __ BHK, on _____ floor in Block no. _____ ("Building") along with parking in the _____ as permissible under the applicable law and of pro rata share in the common areas (**"Common Areas"**) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the **"Villa"** more particularly

described in **Schedule B** and the floor plan of the Villa is annexed hereto and marked as **Schedule C**);

- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, specifications etc., applicable to the project.
- K. The parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained herein this Agreement and applicable laws are now willing to enter in to this Agreement on the terms and conditions hereinafter appearing.
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell 'B' Schedule land and Villa with car parking slot described in **Schedule B** below narrated in **Para H** and the Allottee agrees to purchase it.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. ENGAGEMENT OF THE PROMOTER

The Promoter agrees to sell and the Allottee agrees to purchase the Villa specified in Para H above.

2. CONSIDERATION

- 2.1. In consideration of the Promoter agreeing to sell the Villa specified in **Para H** the Allottee shall pay to the Promoter based on the carpet area a sum of **Rs. _____/- (Rupees _____Only)** ("**Consideration**"). The Consideration shall be exclusive of all statutory taxes, both direct and indirect, legal and documentation charges, cheque/DD/charges levied by the bank towards realization and

maintenance charges for which the Allottee shall be separately liable to pay.

- a. Stamp Duty, Deficit Stamp Duty if any, Registration Fees, Legal Fees and other incidental expenses in connection with the registration of Sale Deed will be payable separately by the Allottee at the time of Possession.
 - b. The total price above includes the booking amount paid by the Allottees to the Promoter towards the Villa.
 - c. 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. Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the project by the Authority, as per the Act, the same shall not be charged from the Allottee.
 - d. The Promoter shall periodically intimate in writing to the Allottee the amount payable and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall on demand 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.
 - e. The total price of Villa includes cost of land, construction of (not only the Villa but also) the Common areas, internal development charges, external development charges, , cost of providing electric wiring, electrical connectivity to the Villa, lift, water line and plumbing, finishing with paint, flooring, doors, windows, fire detection and firefighting equipment in the common areas.
- 2.2. The total price 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 Authorities and/or any other increase in charges which may be levied by the competent authority from time to time. The Promoter undertake and agree 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. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.

2.3. For abundant caution it is clarified that the Allottee's liability towards the following services, levies and taxes are not included in the Consideration.

2.4. All payments for any other additional work, alteration or facility in respect of the Schedule C Property desired by the Allottee. Stamp Duty, Deficit Stamp Duty if any, Registration Fees, and other incidental expenses in connection with this agreement and registration of Sale Deed is extra and payable by the Allottee at the time of execution of this agreement and sale deed.

2.5. GST and applicable other taxes which shall be separately payable at applicable rates

2.6. The payment of the Consideration shall be made by the Allottee to the Promoter in the manner set out in Schedule E, attached hereto. The Allottee has, on or before the execution of this Agreement paid to the Promoter, the amounts mentioned in Schedule E as 'booking deposit' ("Booking Deposit"), which shall be adjusted towards the balance of the sale Consideration. The payment of the Consideration as provided in Schedule E shall be the essence of this Agreement.

3. MODE OF PAYMENT

Subject to the terms of this Agreement and the Promoter abiding by the construction milestone as mentioned in the Schedule E, on written demand to the above address by the Promoter, the Allottee shall make payment within 15 days from the date demand note to the Promoter either by way of demand draft or account payee cheque/s or by wire transfer favoring 'M/s. Zuari Global Limited' payable at _____, A/c. No. _____, drawn on _____; or by way of an electronic fund transfer to the account of the Promoter, _____, (such electronic fund transfer being done after prior intimation to the Promoter in writing).

3.1. If the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed by the Rules.

3.2. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Villa, if any, in his /her name and the Allottee undertakes not to object/direct the Promoter to adjust his payments in any manner.

3.3. The Promoter shall provide necessary receipts for all payments received from the Allottee.

4. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

The Allottee if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, RBI Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment/ acquisition/ sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the RBI or any other applicable law. The Allottee understands and agrees that in the event of his failure on his/her part to comply with the applicable guidelines issued by RBI he/she shall be liable for any action under the said laws as applicable, as amended from time to time.

4.1. The Promoter accepts no responsibility in regard to matters specified above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Villa applied for herein in anyway and the Promoter shall be issuing the payment receipts in favour of the Allottee.

5. TIME IS ESSENCE

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over of the Villa to the Allottee and the common areas to the Association of Allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE VILLA

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Villa and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the TCPD and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. DELIVERY OF POSSESSION

The Promoter agrees and understands that timely delivery of the Villa to the Allottee and the common areas to the association of Allottees or the competent Authority, as the case may be, is the essence of this Agreement. The Promoter assures to hand over possession of the Villa to the Allottee along with ready and complete common areas with all specifications, amenities and facilities of the project in place on or before _____ **20__**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Villa, provided that such Force Majeure conditions are not of a nature which make it impossible for the Promoter to implement the project. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter

from the allotment within 30 days from that date. 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 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.

- 7.1. **Procedure for Taking Possession:** The Promoter, upon obtaining the Occupancy Certificate from the competent authority shall offer in writing the possession of the Villa to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. 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, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be after the issuance of the completion certificate for the project. The Promoter shall hand over the occupancy certificate of the Villa, as the case may be, to the Allottee at the time of conveyance of the same.
- 7.2. **Failure Of The Allottee To Take Possession Of The Villa:** Upon receiving a written intimation from the Promoter as per Para 7.1, the Allottee shall take possession of the Villa 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 Villa to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.1, such Allottee shall continue to be liable to pay maintenance charges as specified in Para 7.1.
- 7.3. **Possession By The Allottee:** After obtaining the occupancy certificate and handing over physical possession of the Villa to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans including the common areas to the association of Allottees or the competent authority, as the case may be, as per the local laws. Provided that, in the absence of any local law, the Promoter shall hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.
- 7.4. **Cancellation by the Allottee:** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment and 25% of any additional payments made by the Allottee as liquidated damages. The balance amount of money paid by the Allottee shall be refunded by the Promoter to the Allottee within 30 days of such cancellation.

- 7.5. **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 project is being developed or has been developed, in the manner as provided under the Act & Rules 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.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Villa (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 5; or (ii) due to discontinuance of his business as a developer on account of suspension and revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Villa, with interest at the rate prescribed in the Rules, including compensation in the manner as provided under the Act within Thirty days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Villa, which shall be paid by the Promoter to the Allottee within thirty days from the date of possession.

- 7.6. However, the handing over of the possession to the Allottee by the Promoter of the **Schedule B** Property shall be subject to the payment of the entire Consideration, stamp duty and registration charges and all other fee and charges specified herein above by the Allottee to the Promoter in accordance with **Schedule E**.

- 7.7. The Allottee shall after the execution of the sale deed, contribute his proportionate share of the amount to the entity formed by the owners of the **Schedule 'A' Property** for maintenance of the **Schedule 'A' Property** ("**Owners' Maintenance Entity**").

- 7.8. If the Allottees fail to co-operate or fail to participate towards the formation of Association and due to the said reason if no such Owners'

Maintenance Entity is formed, then, the Allottees shall be liable to pay to the Promoter meeting the following failing which, the Promoter shall have no obligation to maintain the **Schedule A property**:

- (i) expenses for maintenance of pump sets, generators and other machinery, sanitary and electrical connections in the common areas of the Schedule A Property, including the cost of annual maintenance contracts for these equipment;
- (ii) electricity consumption charges for running all common services and lighting the common areas, basement and all open areas and water consumption charges of **Schedule A Property**;
- (iii) costs of replacement of electrical fittings and bulbs in all common areas, corridors, basement and open places;
- (iv) expenses for maintenance of the **Schedule B Property** and the land surrounding thereto, white washing and colour washing of common areas, external areas compound wall;
- (v) expenses incurred for maintenance of landscape and garden areas, in the **Schedule A Property**;
- (vi) salaries and wages payable to the property manager, security guards, lift operators, plumbers, electricians, gardeners, pumps and generator operators etc. appointed; and
- (vii) Such other expenses which are common in nature and not attributable to the **Schedule B Property** in particular but relates to the **Schedule 'A' Property** in general.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

The Promoter hereby represents and warrants to the Allottee as follows:

- 8.1. The Promoter has absolute clear and marketable title with respect to the Land; the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possession of the said Land for the project;
- 8.2. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the project;
- 8.3. Except the mortgage of the property made to the financing institution The IndusInd bank Ltd., _____ Branch, New Delhi, there are no encumbrances upon the said Land or the project;
- 8.4. There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Villa;

- 8.5. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Villa 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, said Land and Villa and common areas;
- 8.6. 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;
- 8.7. 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 Land, including the Project and the said Villa which will, in any manner, affect the rights of Allottee under this Agreement;
- 8.8. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Villa to the Allottee in the manner contemplated in this Agreement;
- 8.9. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Villa to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be;
- 8.10. The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- 8.11. 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 has been issued and possession of Villa, 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 the association of Allottees or the competent authority, as the case may be;
- 8.12. 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 by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1. 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 Villa to the Allottee within the time period specified above or fails to complete the 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 Villa 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 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.

9.2. 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 Villa, along with interest at the rate prescribed in the Rules within thirty days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he 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 Villa, which shall be paid by the Promoter to the Allottee within thirty days of it becoming due.

9.3. 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 Two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, 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 two months of two consecutive demands after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Villa in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount plus 25% of any additional payments made by the Allottee with interest liabilities 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.

10. CONVEYANCE OF THE SAID VILLA:

The Promoter, on receipt of Total Price of the Villa as per para 2.1 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Villa together with proportionate indivisible share in the Common Areas within 2 months from the date of issuance of the Occupancy Certificate or the completion certificate, as the case may be, to the Allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID VILLA / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottees upon the issuance of the completion certificate of the project. The advance maintenance charges shall be collected separately, after adjusting the cost incurred towards maintenance and balance charges will be transferred to Association or Maintenance Entity at the time of possession.

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 Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

The following contained herein shall not cover defects, damages, malfunction resulting from:

- (i) Misuse, modification or repairs effected by the Allottee without the knowledge and consent of the Promoter;
- (ii) Cases of Force Majeure;
- (iii) Any interior works undertaken by the Allottee;
- (iv) Failure on the part of the Allottee to maintain the amenities/equipment in accordance with the manufacturer's instructions; and
- (v) Willful acts of omission or commission and/or of misfeasance on the part of the Allottee.

Warranty for other equipment or fit outs will be as provided by their respective manufacturers on their standard terms.

13. RIGHT TO ENTER THE VILLA FOR REPAIRS:

The Promoter / maintenance agency /association of Allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Villa 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:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Zuari Rain Forest Project 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 VILLA:

15.1. Subject to the terms and conditions set out above, the Allottee shall, after taking possession, be solely responsible to maintain the Villa 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 Villa, 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 Villa and keep the Villa, 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.

15.2. 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 Project, buildings therein or Common Areas. The Allottees 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 Villa 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 Villa.

15.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of a Villa with the full knowledge of all laws, rules, regulations, notifications applicable to the 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 Project 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 Villa 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 Villa.

19. VILLA OWNERSHIP ACT :

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Goa local laws. The Promoter showing compliance of various laws/regulations as applicable in the state of Goa.

20. 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 with all the schedules along with the payments due as stipulated in the Payment Plan within 15 (fifteen) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar at Goa as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 15 (fifteen) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, 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 Villa, as the case may be.

22. RIGHT TO AMEND:

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

23. CHANGE OF NAME

The Allottee shall not do any act, deed or thing or support any action or resolution for the change of name of the Project from 'Zuari Rain Forest' to any other name, or for the change of the name of any of the phases or blocks or portions of the Project.

24. RIGHT TO ASSIGN

24.1. Without the prior written consent of the Promoter, the Allottee shall not be entitled to assign/transfer any right, title or interest under this Agreement to a third party. It is clarified that the Promoter is not obliged to give their consent for any assignment by the Allottee, and should the Promoter accord its consent to the assignment of this Agreement by the Allottee the same may be accorded with such conditions as the Promoter may deem fit. Provided however that the Allottee may, with prior written intimation to the Promoter in this regard, assign his entire right, title and interest under this Agreement to a blood relative. No partial assignment by the Allottee of any right, title or interest under this Agreement or **Schedule 'A' Property/Schedule B Property** would be permitted (including to a blood relative).

24.2. Subject to the proviso in Clause 22.1 above, any assignment by the Allottee for which the Promoter has given its written consent shall be at an additional charge of Rs. 100 (Rupees One Hundred only) per square foot calculated on the Carpet area of **Schedule B Property** and payable by the Allottee to the Promoter. It is clarified that the Allottee shall not be liable to pay any additional charges to the Promoter in the event of an assignment of this Agreement to a blood relative (as defined herein).

24.3. Further, any assignment or transfer to a third-party that may be permitted by the Promoter, shall be done so only if such assignee or transferee deposits with the Promoter, an amount equivalent to 50% (fifty percent) of the Consideration that still remains to be paid by the

Allottee at the time of making such assignment. After the assignment of this Agreement, such third party shall continue to make payments with respect to the Consideration in the manner set out in this Agreement.

For the purposes of this Agreement, "blood relative" shall mean father, mother, children and spouse.

25. DEPOSIT FOR COMMON EXPENDITURE AND MEMBERSHIP FEES

- a) The allottee agrees to pay the promoter the charges levied by the Department towards Electricity meters and reimburse any other deposit which will be provided by the promoter in the individual name of the allottee.
- b) The allottee shall deposit a non-refundable amount of **Rs.** _____ **(Rupees _____ only)**, towards lump sum deposit for a period of One year only, towards maintenance of the said Villa.
- c) The PROMOTER shall have to form any Entity/Society/ Association/ Company for the purpose of maintenance of the said project, which shall be managed by the said entity.

26. 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 Villa and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Villa, in case of a transfer, as the said obligations go along with the Villa for all intents and purposes.

27. WAIVER NOT A LIMITATION TO ENFORCE:

- 27.1. 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 [Annexure C] 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 Allottees.

- 27.2. 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.

28. 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.

29. 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 Project, the same shall be the proportion which the carpet area of the Villa bears to the total carpet area of all the Villa in the Project.

30. 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.

31. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Project office after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall

be registered at the office of the Sub-Registrar at Goa. Hence this Agreement shall be deemed to have been executed at Goa.

32. 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:

ALLOTTEE:

MR. _____

PROMOTER:

M/s. **ZUARI GLOBAL LIMITED**
Jai Kissan Bhawan,
Zuari Nagar, Goa – 403726.

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.

33. 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.

34. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Villa, or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such Villa, or building, as the case may be, 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.

35. GOVERNING LAW:

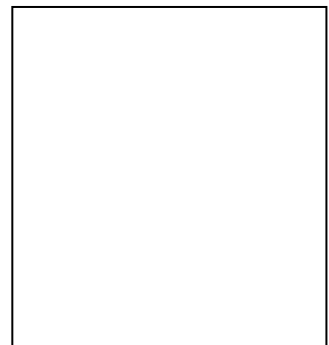
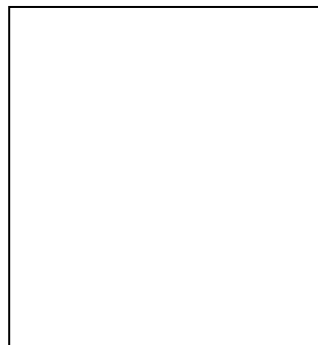
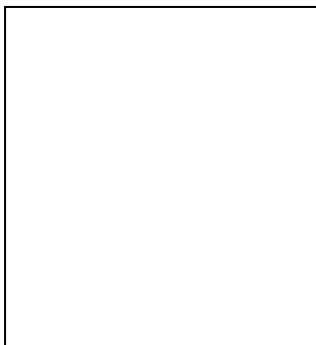
That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

36. 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 Act.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Goa in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED: (ALLOTTEE)



(Please affix photograph and Allottee, including joint buyers. Sign across the photograph)

1) Applicant's Signature: _____
Applicant's Name: _____
Address: _____

Left Hand Impressions:

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Right Hand Impression

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2) Co-Applicant's Signature: _____
Co-Applicant's Name: _____
Address: _____

Left Hand Impressions:

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Right Hand Impression

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SIGNED AND DELIVERED BY THE WITHIN NAMED: (PROMOTER)

--

Authorised Signatory's Signature: _____

Authorised Signatory's Name: _____

Address: _____

Left Hand Impressions:

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Right Hand Impression

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SCHEDULE A
[Description of Schedule A Property]

All part and parcel of land admeasuring 27,898.61 m² forming part of Said Whole Property Surveyed under No.194/1-A of Village Sancoale, identified as "PATAN OR PATTONA OR PALONA", situated at Sancoale, within the limits of Village Panchayat of Sancoale, Taluka and Registration Sub-District Mormugao and District North Goa in the State of Goa.

The SAID PROPERTY is bounded as under: -

On the North: Sy no – 217 & 218.

On the South: Sy no – 178/1.

On the East: Sy no – 193.

On the West: Part of Survey no – 194/1-A.

SCHEDULE B
[Description of Schedule B Property]

Exclusive right to own and enjoy carpet area of _____ square feet, type _____, on villa no. _____ ("**Building**") along with garage/covered parking no. _____ admeasuring _____ square feet in the _____[Please insert the location of the garage/covered parking], that forms a part the Schedule and Undivided right, title and interest of a proportionate share in the **Schedule A property** which is bounded on the :

East :

West :
North :
South :

SCHEDULE D
SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE VILLA]

PARTICULARS	SPECIFICATIONS
Core Shell	Stilt + 5 floors RCC frame structure with solid block masonry design complying to Seismic Zone - III.
Tiles, Stones & Colors	Superior quality vitrified tiles in common areas and bedrooms.
	Engineered marble flooring in living and dining areas.
	Anti-skid ceramic tiles in all toilets and kitchen floor.
	Ceramic tiles with contrast shades for DADO/cladding.
	Acrylic emulsion paints for internal walls.
	Texture paint for external walls.
	Granite counter top for kitchen with stainless steel sink.
	Modular Kitchen
Doors & Windows	Engineered wood finish doors for main entrance.
	Engineered doors for internal doors.
	UPVC doors & windows.
Electrical	Fire retardant copper wiring with PVC coating.
	Modular switches of reputed brand.
	DG backup for common areas, light points, fan & TV.
	TV and telephone points in living and bedrooms.
CP / Sanitary	All fixtures of reputed brands with low water discharge to reduce wastage.

SCHEDULE E
[Payment Plan]

The sale consideration of the **Schedule 'B' Property** is agreed at be **Rs. _____/- (Rupees _____ Only)** (excluding GST and applicable other taxes which shall be separately payable at applicable rates) and shall be payable by the Allottee in the manner given below:

We have received the following payments as on date:

Charge Type	Amount Received	Payment details
On Booking	Rs. _____/-	_____
On allotment	Rs. _____/-	_____

The balance sale consideration shall be payable as per the payment schedule as under:

Sl. No.	Milestones Schedule	Percentage
I	On Agreement	10%
II	On Foundation	20%
III	On Completion of 1 st Floor Slab	20%
IV	On Completion of Roof Slab	20%
V	On Completion of Flooring	20%
VI	On Possession	10%
	Total	100%

NOTE:

1. Maintenance Charges shall be collected separately, after adjusting the cost incurred towards maintenance and balance charges will be transferred to Association or Maintenance Entity at the time of possession.

2. Stamp Duty, Deficit Stamp Duty if any, Registration Fees, and other incidental expenses in connection with this agreement & Sale Deed is extra and payable by the Allottee at the time of registration & possession.

SCHEDULE F

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

Right to use along with other owners of other units, all the common facilities provided in the **Schedule A Property** and / or the Project with a corresponding obligation to pay proportionately, the Allottees share of common expenses incurred for the maintenance/usage charges of all Common Facilities and areas in the **Schedule A Property** and / or the Project. "Common Facilities" shall mean and include:

- Themed gardens designed all around the project, which redefines the concept of open areas.
- Open Sporting area for children play area, Beach Volley Ball & Basket Ball.
- Registered for GRIHA green building project.
- Club House to include:
 - Gym, Yoga, Pool table & Table Tennis.
 - Pantry area.
 - Lounge.
 - Outdoor barbeque area.
 - Swimming pool with waterfall;

SCHEDULE C

[DESCRIPTION OF FLOOR PLAN OF THE VILLA]