

**AGREEMENT FOR SALE**

THIS AGREEMENT is made at Vasco-da-gama , Goa , on this  
day of \_\_\_\_\_ 2018 BETWEEN :

**MVR SEAVIEW HOMES PVT. LTD** , a Company incorporated under the Indian Companies Act, 1956 , having their registered office at 10-1-39/B & C , M V R Plaza , Waltair Uplands , CBM Compound , Vishakapatnam 530 003 and office at Goa H.no 15/153/A-2 1st floor Above Audi showroom Carazanlem, Panaji, Goa 403002 and having PAN Card bearing No. \_\_\_\_\_ , represented herein by their Director **SHRI VENKAT MUPPANA** , son of Shri M. R. K. Prasad Rao , aged 31 years , Indian National, having PAN Card bearing No. \_\_\_\_\_ residing at Nagali Hills , Dona Paula , Goa , duly authorized vide Board Resolution of the Company dated 3.10.2017 adopted by the Board of Directors , hereinafter referred to as the **DEVELOPER/VENDORS** (which expression shall unless repugnant to the context and meaning shall be deemed to mean and include its successors in Office, administrators, liquidators and assigns) of the **ONE PART**.

**AND**

**1. MRS.** \_\_\_\_\_, having PAN No. \_\_\_\_\_, Aadhar Card No. \_\_\_\_\_ wife of Mr. \_\_\_\_\_, years of age, \_\_\_\_\_, service, Indian national, residing at \_\_\_\_\_ , hereinafter referred to as the **PURCHASER** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his heirs, successors, legal representatives and assigns), of the **SECOND PART**.

**W H E R E A S:**

1. The DEVELOPER/VENDORS are the lawful and exclusive owners of the Plot B admeasuring 23,400 square metres recorded in the Record of Rights under Survey No. 211/1-A of the Village of Sancoale in Mormugao Taluka , the same being a portion of the property identified as MUTTOY or MUTHOY or MUTTOY DE CASA or AFORAMENTO , situated at Village Sancoale in Taluka and Sub-District of Mormugao in the State of Goa , vide Deed of Sale dated 24<sup>th</sup> October 2017 registered in the Office of the Sub-Registrar of Mormugao under Reg. No. MOR-BK1-01738-2017 on CD No. MOR24 on 27.10.2017, this property being described in detail in **SCHEDULE NO. I** hereafter written, and which shall hereinafter be referred to as the **SAID PROPERTY**.
  
2. The predecessor in title of the DEVELOPER/VENDORS i.e. Umiya Holding Pvt. Ltd; has obtained Order from Mormugao Planning and Development Authority under Approval No. MPDA/7-U-4/2016-17/950 dated 19/10/2016 and has obtained Construction License from the Village Panchayat of Sancoale under No. 55/2016-17 dated 16/12/2016 for development and construction in the SAID PROPERTY. The VENDOR herein has further obtained revised Order from Mormugao Planning and Development Authority under Approval No. MPDA/7-U-4/206-17/950 dated 19.10.2016 and has obtained Construction License from the Village Panchayat of Sancoale under No. 55/2016-17 dated 16.12.2016.

- 3.** In terms of the above, the DEVELOPER is well sufficiently entitled to develop the SAID PROPERTY described in detail in SCHEDULE I hereunder written.
  
- 4.** The DEVELOPER/VENDORS are constructing a Building project/residential project consisting of 12 nos. buildings in three phases on the SAID PROPERTY, which building project shall collectively be known as and hereinafter be referred to as LAGUNA AZUL.
  
- 5.** The DEVELOPER/VENDORS shall construct the Building Project consisting of residential apartments (2BHK & 3BHK) together with provision of parking space and other amenities in three phases.
  
- 6.** The Project LAGUNA AZUL is being constructed in the SAID PROPERTY with additional facilities such as Swimming Pool, children's play area and Club House, Garden.
  
- 7.** The DEVELOPER/VENDORS are desirous of selling the premises located in LAGUNA AZUL on ownership basis.
  
- 8.** The VENDOR/DEVELOPER is entering into separate Agreements for Sale with various PURCHASERS on similar terms and conditions with a view that such PURCHASERS shall form themselves into an Association/s of Apartment owners or a Society or other suitable body hereinafter referred to as APEX BODY.

- 9.** The PURCHASER is desirous of acquiring from the DEVELOPER/VENDORS a Flat in LAGUNA AZUL, and has identified Flat No.\_\_\_\_\_, in the Building No. \_\_\_ to be constructed in the PHASE TWO
- 10.** in the Project LAGUNA AZUL, having a Carpet area approximately \_\_\_\_\_ sq. mtrs along with \_\_\_\_\_ square meters of exclusive balcony area appurtenant to the carpet area for the exclusive use of the PURCHASER/S and along with \_\_\_\_\_ Car Park admeasuring approx \_\_\_\_\_ square meters and which FLAT is described in detail in SCHEDULE II hereinafter written and shall be referred to as the SAID FLAT.
- 11.** The PURCHASER/S in addition shall be entitled to the proportionate share in the Common area and comprising of the
- a) Area covered by the external walls beyond the carpet area .
  - b) Incidence of staircase , lift area staircase and lift lobbies , fire escapes , common entrances and exits of Building , and other additional facilities which are common utility to the floor where the SAID FLAT is located and identified.
  - c) Water tanks , sumps , ducts , sewage treatment plant , motors , transformer/s and all apparatus connected with installation for common use .
  - e) Installation of services such as electricity , water , sanitation , solar system , system for water conversation and renewable energy .

**12.** The DEVELOPER/VENDORS have agreed to sell the SAID FLAT to the PURCHASER for a consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** subject to the further terms and conditions hereafter appearing.

**13.** At the PURCHASER's demand, the DEVELOPER/VENDORS have given inspection of all documents of title relating to the SAID PROPERTY, the Orders, Plans, designs and specifications etc and of such other related documents. The PURCHASER hereby agrees and declares that he has satisfied himself fully as to the marketability of the title of the DEVELOPER/VENDORS to the SAID PROPERTY (more particularly described in the SCHEDULE I hereunder written) and have fully satisfied himself as to the authority of the DEVELOPER/VENDORS to develop and sell the same. The copy of Certificate of Title issued by the Advocate of the Developer has been annexed hereto and marked as 'Annexure A'

**14.** The PURCHASER has agreed to pay the above said sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** and other incidental amounts in the manner stipulated herein and have also agreed to abide by the other terms and conditions stipulated hereafter.

**NOW THIS AGREEMENT WITNESSETH AS UNDER:**

**1. DESCRIPTION OF PREMISES:**

The PURCHASER agrees to acquire from the DEVELOPER/VENDORS together with the exclusive right to use, occupy and enjoy the SAID FLAT viz. Flat No.\_\_\_\_, in the Building No. \_\_\_\_ to be constructed in the PHASE TWO in the Project LAGUNA AZUL , having a Carpet area approximately \_\_\_\_\_ sq. mtrs along with \_\_\_\_\_ square meters of exclusive balcony/verandah/ passage area appurtenant to the carpet area for the exclusive use of the PURCHASER/S and along with \_\_\_\_\_ Car Park admeasuring approx \_\_\_\_ square meters , which Flat is described in detail in **SCHEDULE NO. II** hereafter written and shown delineated in red boundary line on the plan annexed hereto.

## **2. SALE CONSIDERATION:**

- a) In consideration of the purchase of the SAID FLAT, the PURCHASER agrees to pay to the DEVELOPER/VENDORS, a sum of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ only)**, subject to clause \_\_ hereafter written, as per the construction linked installments and as per mode of payment specified in **SCHEDULE NO. III** on or before the dates provided therein. The said agreed sale consideration does not include expenses for stamp duty, registration and other taxes (Goods and Services tax etc.) applicable under the law, and/or any other Tax , Cess or charge that may be levied by the Government or by any Local Authority .

- b)** The PURCHASER shall pay the abovesaid sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_only)**, The PURCHASER shall pay the above agreed consideration by Local Cheque/Demand Draft/Bank Pay order issued on/in favor of **MVR Seaview Homes Private Limited** or by RTGS/SWIFT transfer or any other electronic mode of transfer in the account of the VENDORS/DEVELOPER, according to the Mode of Payment mentioned in **SCHEDULE NO. III** herein below and within 45 days from the date of intimation. If the PURCHASER makes payment of any such installments by way of out station cheques , then in such event , the date of payment of such amount represented in the cheque shall be the date when the amount is credited in the account of the VENDORS/DEVELOPER after deducting therefrom the amount of commission charged for clearance of such cheque by the Bank to \_\_\_\_\_.
- c)** The time for payment of each installment of the consideration and other amounts as aforesaid as specified in SCHEDULE III shall be the essence of the agreement. Therefore, the PURCHASER hereby undertakes to pay to the DEVELOPER/VENDORS the balance amount of the consideration on its due dates without default and not to withhold the same or any of them on any ground whatsoever, including non-compliance of any such obligations on part of the DEVELOPER/VENDORS under these presents, which may be beyond the control of the DEVELOPER/VENDORS or otherwise.



- d)** The time for payment of each of the instalment /dues on their respective due dates as aforesaid and without prejudice to the rights of the DEVELOPER/VENDORS to treat such default as a breach of this Agreement and to cancel this Agreement. The Purchaser/s shall be obliged to pay to the VENDOR interest at the rate of 2 % per month on the amount of the instalments and/or dues in arrears for the period of the delay in payment of such instalments and/or dues notwithstanding the rights of the DEVELOPER/VENDORS as provided under Clause 2( ) below.
- e)** If the DEVELOPER/VENDORS exercise their option to terminate these presents as set out herein, and does so terminate the same, they shall repay to the PURCHASER such amount paid by them, (save and except an amount equivalent to 10% of the total consideration of the SAID FLAT which shall stand forfeited) by the PURCHASER/S In such event, the PURCHASER shall only have a money claim simplicitor on the DEVELOPER/VENDORS for refund of all such amount due to the PURCHASERS from the DEVELOPER/VENDORS. Upon such termination, the PURCHASER shall have no right, title, interest, claim or demand or dispute of any nature whatsoever either against the DEVELOPER/VENDORS or their successors or assigns or over the SAID FLAT or any part thereof, and the DEVELOPER/VENDORS shall be entitled to deal with and dispose of the SAID FLAT to any other person/s as they may desire without recourse or reference to the PURCHASER. Further, the DEVELOPER/VENDORS are liable to make such

refunds within a period of 60 days from termination of the Agreement. The process of termination shall be deemed to have been completed on the date on which the DEVELOPER/VENDORS send the letter of termination under Certificate of Posting or Registered A.D at the address of the PURCHASER, as furnished by the PURCHASER to the DEVELOPER/VENDORS and duly recorded in this Agreement.

- f)** It is hereby agreed between the DEVELOPER/VENDORS and the PURCHASER that the DEVELOPER/VENDORS shall have a first lien and charge on the SAID FLAT agreed to be sold to the PURCHASER , in respect of any amount payable by the PURCHASER to the DEVELOPER/VENDORS under the terms and conditions of this Agreement.
  
- g)** If the Purchaser/s is/are obtaining a loan from any Bank or financial institute for purchase of the SAID FLAT then it will be the sole responsibility of the Purchaser/s to complete the formalities for the obtaining of the loan and the DEVELOPER/VENDORS are not concerned for any reason whatsoever with such a procedure /formalities as well as the DEVELOPER/VENDORS shall not be responsible for any loan amount , instalment , interest , charge , etc. or any kind of dues arising out of such loan or loan proposal or compensation for losses sustained by the Purchaser/s on any account or for any reason whatsoever . The PURCHASER shall obtain the loan from the Bank or financial institute on its own risk & cost with prior written knowledge of the DEVELOPER/VENDORS.

**3. POSSESSION AND DELIVERY OF THE FLAT:**

- a) The DEVELOPER/VENDORS shall complete the SAID FLAT by April 2023 such that the SAID FLAT is ready to be given in possession to the PURCHASER subject to extension of further 6 months ;
- b) The DEVELOPER/VENDORS shall obtain the Phase wise Occupancy Certificate from the Competent Authorities, after completion of all the Flats/Premises in the said Building/Phase/Complex.
- c) Notwithstanding anything to the contrary stated herein , it is agreed by and between the parties hereto that the DEVELOPER/VENDORS shall always be entitled to one or more reasonable extensions of time with regard to the said date of delivery of the physical possession of the SAID FLAT to the PURCHASER on any ground beyond their control including the following :
  - i. Non-availability of cement, steel and other Building materials, or non availability/disruption of services or facilities which may be required for completion of SAID FLAT or LAGUNA AZUL.
  - ii. War Civil Commotion or Act of God.
  - iii. Any notice, order, rule, notification of Government and or Municipality/Panchayat and or any other public or Competent Authority which prevents the

DEVELOPER/VENDORS from carrying out the work of Development and construction over the SAID PROPERTY.

- iv. Any delay on the part of Village Panchayat Sancoale/Mormugao Municipal Council or any other Public Authority in issuing or granting necessary certificate /NOC/Permission/ License to the said Complex under construction by the DEVELOPER/VENDORS over the SAID PROPERTY.
  - v. Force-majeure causes or other reasons beyond the control of the DEVELOPER/VENDORS.
  - vi. Any additional work in the SAID FLAT undertaken by the DEVELOPER/VENDOR at the instance of the PURCHASER.
  - vii. Any delay or default by the PURCHASER in making payments as set out in the terms and conditions of this present Agreement (without prejudice to the rights of the DEVELOPER/VENDORS under this Agreement).
- (b) The DEVELOPER/VENDORS shall upon obtaining the necessary Occupancy Certificate, by a notice in writing intimate the PURCHASER/S, to take delivery of the SAID FLAT within seven days from the date of receipt of such notice, failing which the PURCHASER/S shall be deemed to have taken possession and delivery of the SAID FLAT.
- (c) The PURCHASER/S shall be delivered the possession of the SAID FLAT , PROVIDED :
- i) full consideration and all the amounts due and payable by the PURCHASER/S under this Agreement have been paid by

the PURCHASER/S to the DEVELOPER/VENDORS , promptly ,  
and

ii) The PURCHASER/S signs and executes all applications and documents required for the formation of the SOCIETY/ ENTITY/ GENERAL SOCIETY as may be decided by the DEVELOPER/VENDORS in their capacity as a CHIEF PROMOTER as envisaged hereinafter under this Agreement.

iii) Failure to take delivery of the SAID APARTMENT will not exonerate the PURCHASER/S from his/their liability to pay the outgoings such as house tax, cesses and other dues and maintenance cesses, etc., from the date of the Occupancy Certificate.

iv) The PURCHASER/S hereby agree that in the event, the Purchaser/s fail /neglects to take the possession of the Said Unit within the period mentioned above, the DEVELOPER/VENDORS shall not be responsible for the Said FLAT and the DEVELOPER/VENDORS shall be entitled to charge holding charges of Rs. 100/-per sq.mtr per month from the PURCHASER/S which the Purchaser/s agree to pay plus all outgoings as may be applicable.

**d)** Commencing a week after notice is given by the DEVELOPER/VENDORS to the PURCHASER that the SAID FLAT is ready for occupation, the PURCHASER agrees and binds himself to pay the proportionate share, as may be determined by the DEVELOPER/VENDORS, of all the outgoings in respect of the SAID PROPERTY and the Building

thereon, including all Government rates, taxes, charges and all other outgoings and expenses of and incidental to the management and maintenance of the SAID PROPERTY and the Building thereon. If, on account of failure on the part of the PURCHASER of the SAID FLAT to pay such proportionate share, any concerned authority takes any action for recovery of the same, the DEVELOPER/VENDORS shall not be responsible or liable for any loss or damages which may be suffered by the PURCHASER on account of the said action. The PURCHASER shall indemnify and keep indemnified the DEVELOPER/VENDORS against the taxes and other payments and expenses in respect of the SAID FLAT and the Building thereon. Commencing from the aforesaid date until the SAID PROPERTY and the Building thereon is transferred by the DEVELOPER/VENDORS to the APEX BODY to be formed by execution of documents of transfer as hereinafter provided, and or the possession of the SAID PROPERTY and building thereon is delivered by the VENDOR to the APEX BODY, and intimation of the same is received by the PURCHASER from the DEVELOPER/VENDORS, the PURCHASER shall be bound and liable to pay to the DEVELOPER/VENDORS regularly and punctually all contributions and other amounts to be paid by the PURCHASERS to the DEVELOPER/VENDORS under this Agreement, and the PURCHASER shall not withhold any such payment to the DEVELOPER/VENDORS. The PURCHASER shall be liable to make payment of interest @ 18% per annum to be compounded monthly on any such contribution liable to be made by him from the date the same becomes payable up to payment thereof .

- e)** The DEVELOPER/VENDORS, upon giving the intimation as stated above, shall be deemed to have completed the SAID FLAT in accordance of this Agreement and shall not be responsible in any manner whatsoever if the PURCHASER delays in taking delivery of the SAID FLAT.
  
- f)** Failure to take delivery of the SAID FLAT will not exonerate the PURCHASER from their liability to pay the outgoings such as Panchayat/Municipal Taxes, maintenance charges, etc. from the date of possession of the SAID FLAT by the PURCHASER.
  
- g)** From the date of the possession for the respective premises, the responsibility/liability for maintenance of the premises (including the SAID FLAT) in LAGUNA AZUL shall be of the respective PURCHASERS.
  
- h)** The DEVELOPER/VENDORS shall subject to the payment of maintenance deposit as specified in SCHEDULE V, maintain the common amenities i.e. swimming pool, club house, Garden , restaurant for a period of 5 years from the date of completion and thereafter responsibility/liability with respect to the common amenities of LAGUNA AZUL and looking after the upkeep thereof shall be solely that of the APEX BODY/SOCIETY.
  
- i)** It is agreed by the Purchaser/s that in the event the Purchaser/s give a written request to the Developer to hand over the possession of the unit before the occupancy

certificate is obtained by the Developer, for carrying out the internal works in the SAID FLAT for the purpose of furniture, fixtures, fit outs, etc. the Purchaser/s shall be solely responsible for any consequences thereof and shall not raise any objection/claim thereof and keep the DEVELOPER/VENDORS indemnified in that regard. The PURACHSER hereby agrees to give an Undertaking in this regard and the DEVELOPER/VENDORS may at the sole discretion of the DEVELOPER/VENDORS hand over the possession subject to receiving all payments as stated hereinabove.

- j)** If for reasons other than the ones stipulated hereinabove, the DEVELOPER/VENDORS are unable to or fail to give delivery of the SAID FLAT to the PURCHASERS within the date specified in herein above, OR within any other further date or dates agreed by and between the parties hereto, then and in such case, the PURCHASER shall give notice to the DEVELOPER/VENDORS terminating this Agreement, in which event, the DEVELOPER/VENDORS shall within 30 days from the receipt of such notice, refund to the PURCHASERS the amounts, if any, that may have been received by the DEVELOPER/VENDORS from the PURCHASERS in respect of the SAID FLAT without interest, if any from the date of notice of termination till repayment.
- k)** Upon such termination, neither party shall have any other claim against the other in respect of the SAID FLAT or arising out of this Agreement, and the DEVELOPER/VENDORS shall be at liberty to allot, sell and dispose off the SAID FLAT to



any other person for such consideration and upon such terms and conditions as the DEVELOPER/VENDORS may deem fit.

- l)** The PURCHASER binds himself and all the persons in whose hands the SAID FLAT may come, that he shall not make any such addition or alteration due to which the elevation and outside colour scheme of the said building is altered, nor shall they do or permit to be done any act or thing which may render void or voidable any insurance of the SAID PROPERTY and the SAID FLAT / Building constructed thereon or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- n)** The PURCHASER shall not let, sub-let, sell, transfer, assign or part with interest under or benefit of this Agreement or part with delivery of the SAID FLAT until all the dues payable by the PURCHASER to the DEVELOPER/VENDORS under this Agreement are fully paid up and that too only if the PURCHASERS have not been guilty of breach for non-observance of any of the terms and/or conditions of this Agreement and until the PURCHASER obtains the previous consent in writing of the DEVELOPER/VENDORS.
- o)** The PURCHASER hereby agrees that that he shall not transfer sell, transfer, assign or parts with the interest under or benefit of this Agreement at any time before the completion of the project. If the PURCHASERS sells, transfers, assign or parts with the interest under or benefit of this Agreement at any time subsequently but before the Deed of Conveyance in the name of Apex Body or any suitable entity is executed, the PURCHASER shall ensure that the consideration of such new sale/transfer shall not be less

than the market price i.e. the selling price quoted by the DEVELOPER/VENDORS, as prevailing on the date of the new sale/transfer; and the PURCHASER agrees to pay to the DEVELOPER/VENDORS a transfer charge fixed at 2% of the consideration of such new sale/transfer on or before signing or execution of any document/s thereto.

- p)** The PURCHASER/S after taking possession, agree/s not to carry out any structural changes or to increase the size of the FLAT in any manner including covering of terraces , any kind of extension , amalgamation etc. without the explicit written permission from the VENDORS/DEVELOPERS . Also PURCHASER/S agree not to alter the external elevation of the building/s and /or to fix grills of nonstandard or non-uniform design .
- q)** Subsequent to handing over of the possession of the SAID FLAT to the PURCHASER, the DEVELOPER/VENDORS shall retain all rights to the common areas including Infinity swimming pool, garden, club house, Restaurant. The said facility shall be made available to the respective PURCHASER/S subject to availability and on payments of charges to be determined by the VENDOR/S and/or APEX BODY . The possession of the common areas shall always remain with the VENDOR/S until the same is handed over to any other body/agency or APEX BODY.
- r)** The PURCHASER shall have no right to claim partition of the SAID PROPERTY and/or common areas /facilities. The possession of the common areas will always remain with the BUILDERS/VENDOR/S and are not intended to be given to the PURCHASER/S except limited right of usage and subject

to payment of the charges as may be specified from time to time .

- s) The PURCHASER/S shall abide by all laws of the land, local laws, rules, notifications, etc at all times as may be applicable and he/they shall be solely responsible for the consequences of non compliance of rules and laws of the land etc.

#### **4. MAINTENANCE OF THE FLAT**

- a) The PURCHASER binds himself and all the persons in whose hands the SAID FLAT may come, that they shall use the SAID FLAT only for the purpose of residence. The PURCHASERS shall not carry out any acts or activities which are obnoxious, anti-social, illegal or prejudicial to the norms of decency or etiquette or which cause nuisance or inconvenience to the other premises owners in the said building/project.

- b) The PURCHASERS bind themselves and all the persons in whose hands the SAID FLAT may come , that they shall from the date of possession, maintain the SAID FLAT, the walls, partition walls, sewers, drains, pipes and appurtenances thereto, at cost, in good and tenantable repair and condition, and shall not do or suffer to be done anything in or to the SAID FLAT and/or common passages, or the compound or any other common areas, which may be against the conditions or rules or bye-laws of the

Panchayat/Municipal Council or any other Authority and shall attend to and answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws.

- c) The PURCHASER binds himself and all the persons in whose hands the SAID FLAT may come, that he shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown in the compound or any portion of the SAID PROPERTY and to deposit all such garbage in designated areas.

#### **5. DEFECTS:**

- a) The PURCHASER shall upon taking delivery of the SAID FLAT, have no claim against the DEVELOPER/VENDORS in respect of any item of work in the SAID FLAT, which may be alleged not to have been carried out or completed. Cracks/dampness shall not be considered as defective work. Similarly, the DEVELOPER/VENDORS shall not be responsible for colour/size variations in painting, flooring tiles, glazed tiles, any natural stones like marble, granite, any sanitary fittings, etc.

#### **6. TAXES/OUTGOINGS:**

- a) Infrastructure Tax, chargeable at applicable rates at relevant point of time of the SAID FLAT and of the incidence of stilt portion, if any, or any development/betterment charges or

deposits if demanded by or to be paid to the Panchayat/Municipal Council or any other competent Authority shall be payable by all the premises owners of the said LAGUNA AZUL in such proportion as may be determined by the DEVELOPER/VENDORS. The PURCHASERS agree to pay to the DEVELOPER/VENDORS within 7 days of demand, such proportionate share of the PURCHASERS of such charges or deposit.

- b) Any levy or tax or cess of any nature, including but not limited to GST (Goods and Services Tax) if levied or becomes payable by the DEVELOPER/VENDORS or on the project LAGUNA AZUL or on individual flats in LAGUNA AZUL including the SAID FLAT, shall be borne by the PURCHASER. Calculations of such tax calculated by Chartered Accountant and project Architect will be provided to the Purchaser/s and the Purchaser/s shall be bound to pay the same. If any retrospective tax or levy is claimed by Government of India or Government of Goa ,the same shall be the liability of the Purchaser/s on a prorate basis.
- c) The amount so to be borne by the PURCHASER shall be paid by the PURCHASER within 15 days of the intimation by the DEVELOPER/VENDORS, notwithstanding the fact that the SAID FLAT at that point of time may have already been transferred unto the PURCHASER or its possession handed over to the PURCHASER .
- d) Any taxes, cess, charges or outgoings levied by the Panchayat/Municipality or any other competent authority

exclusively pertaining to the SAID FLAT shall be borne by the PURCHASER, from the date of possession, irrespective of whether the PURCHASER have taken the possession of the SAID FLAT or not.

#### **7. VARIATIONS IN PLANS:**

- a) The DEVELOPER/VENDORS shall be entitled, and are hereby permitted to make such variations, alterations and/or amendments in the building plans or in the layout/elevation or increase/decrease in height of any or all buildings or increase/decrease in number of floors of any or all buildings including relocating the open spaces/all structures/buildings/swimming pool/garden spaces and/or varying the location of the access to the building, as the exigencies of the situation and the circumstances of the case may require.
- b) All plans for the said LAGUNA AZUL have been prepared and approval(s)/construction licence(s) with respect to the same have been obtained, on the basis of the survey plans of the SAID PROPERTY and areas mentioned therein, and the DEVELOPER/VENDORS are expressly entitled to revise the plans/ approval(s)/construction licence(s) based on actual site conditions, which shall be construed as final for all purposes.
- c) The DEVELOPER/VENDORS shall be entitled to unilaterally revise the plans and/or specifications relating to:
  - (i) the exterior of the Buildings at LAGUNA AZUL .

- (ii) all common structures/ areas/ amenities in and around the Buildings in the Project LAGUNA AZUL , including adding/ modifying/ deleting/ relocating any such structures/ areas/ amenities.
- d) It is expressly agreed by the PURCHASER that this Agreement may be treated as irrevocable consent of the PURCHASER/s for alterations, additions, or variations in plans sanctioned by the concerned authorities and it shall be considered as consent in writing of the PURCHASER as required by law. The PURCHASER/s expressly agrees and covenants with the VENDOR that the PURCHASER shall not raise any objection or requisition in this behalf and hereby grants irrevocable consent to the same.
- e) In the event on account of change in plans or for any other reasons, the built up area of the SAID FLAT is increased, the PURCHASERS shall be liable to pay to the DEVELOPER/VENDORS for the extra area, at such rate as may be calculated by the DEVELOPER/VENDORS. Similarly if the built up area of the SAID FLAT is decreased, the DEVELOPER/VENDORS shall be liable to refund to the PURCHASERS the amount corresponding to the differential area at such rate as may be calculated by the DEVELOPER/VENDORS.

## **8. FORMATION OF SOCIETY/APEX BODY:**

- (a)** The DEVELOPER/VENDORS shall assist the PURCHASER and the other Flat Holders in forming a Co-operative Society, Limited Company, Association of persons or such other suitable Body for owning and/or for management maintenance and otherwise control and regulation of the building/s and/or sections comprised in the SAID PROPERTY and/or the SAID PLOT A as may be permissible and conveniently possible.
- (b)** In the event of it not being possible for any reason whatsoever to form a Co-operative Society, Limited Company, Association of persons or such other suitable Body then to form an Ad hoc Committee for the management, maintenance and otherwise control or regulation of the affairs by inviting ALL FLAT purchasers to serve on the AD Hoc Body which will be involved in supporting the VENDOR in fulfilling the role of maintenance and upkeep of the building/s including security , Gardening , housekeeping etc till such time as suitable body is formed and common areas are handed over.
- (c)** It shall be entirely at the discretion of the DEVELOPER/VENDORS to decide whether the premises owners should form a Co-operative Society, a Limited Company, an Association of Persons or any other Body or any other suitable APEX BODY (hereinafter referred to as the 'APEX BODY') It is specifically agreed that that the VENDOR shall have the right to form the Apex body only after all the flats from all the buildings/PHASES constructed on the SAID



PROPERTY are complete and not before that. The PURCHASER/s is not entitled to ask to form the Apex Body till all the flats are sold by the VENDOR. The VENDOR shall at all times have the unfettered right to sell the Flat/s to any purchaser of its choice and such PURCHASER shall be granted membership of the Apex Body. The VENDOR may however form the Apex Body or Ad hoc body at the sole discretion of the DEVELOPER/VENDOR prior to the sale of all the Flats.

**(d)** When the DEVELOPER/VENDORS take a decision in this matter, the PURCHASER and other premises owners of LAGUNA AZUL shall sign all form/s, application/s, deed/s and other document/s as may be required for the formation of the APEX BODY and for the conveyance of the SAID PROPERTY and/or the SAID PLOT A in the name of the APEX BODY.

**(e)** It is agreed by and between the parties hereto that the DEVELOPER/VENDORS shall have the APEX BODY formed of the premises owners of LAGUNA AZUL as a whole. However, the DEVELOPER/VENDORS shall have the option to have separate Entities formed of any part of LAGUNA AZUL or alongwith the premises owners of any building schemes adjoining or in the vicinity of LAGUNA AZUL or in any other manner as the DEVELOPER/VENDORS may deem fit.

**(f)** The PURCHASER and the persons to whom the SAID FLAT is let, sub-let, transferred, assigned or given possession of,

shall be governed by and shall observe and comply with all the bye-laws, rules and regulations that may be laid down by the APEX BODY from time to time and shall also be governed by the laws which may be applicable to the APEX BODY.

**(g)** The PURCHASER hereby agrees and undertakes to be a member of the APEX BODY to be formed in the manner herein appearing and also from time to time to sign and execute all applications for registration and for membership and other papers and documents necessary for the formation and the registration of the APEX BODY and return to the DEVELOPER/VENDORS the same within 10 days of the same being intimated by the DEVELOPER/VENDORS to the PURCHASER.

**(h)** No objection shall be taken by the PURCHASER if any changes or modifications are made in the bye-laws or rules and regulations framed by the APEX BODY as may be required by the DEVELOPER/VENDORS or by any competent authority.

**(i)** The PURCHASER shall be bound, from time to time to sign all papers and documents and to do all acts, deeds, and things as may be necessary from time to time, for safeguarding the interest of the DEVELOPER/VENDORS and of the other premises owners in LAGUNA AZUL .

**(j)** In the event the APEX BODY is formed and/or registered before the completion of the entire Project LAGUNA AZUL ,

the APEX BODY and the PURCHASER together with other premises owners shall be subject to the overall authority and control of the DEVELOPER/VENDORS in respect of any matter concerning the SAID PROPERTY or portion thereof or the SAID FLAT or \_\_\_\_\_ or this Agreement.

- (k)** The DEVELOPER/VENDORS shall be in absolute control of those premises in the Project LAGUNA AZUL, which remain/s unsold. Should the DEVELOPER/VENDORS decide to retain any portion in LAGUNA AZUL, they shall join the APEX BODY along with the other premises owners.
- (l)** All papers pertaining to the formation of the APEX BODY and the rules and regulations thereof as also all the necessary Deed/s of Conveyance shall be prepared by the DEVELOPER/VENDORS or by the Advocate of the DEVELOPER/VENDORS.
- (m)** All costs, charges, expenses, etc. including registration and any other expenses in connection with the formation of the APEX BODY shall be borne by the PURCHASER and the other flat/shop/office premises/garage holders in such proportion as may be decided by the DEVELOPER/VENDORS and/or the APEX BODY.
- (n)** The PURCHASER/S of the SAID FLAT shall in connection with the formation of the Apex Body deposit with the DEVELOPER/VENDOR as under :

- i) **Rs.1,000/-** as membership of the SOCIETY/ ENTITY/  
GENERAL SOCIETY
  
- ii) **Rs.5,000/-** as out of pocket expenses and legal  
charges plus applicable service tax and cess.

**9. TRANSFER/DEED OF CONVEYANCE:**

- a) Upon completion of the project LAGUNA AZUL, the DEVELOPER/VENDORS shall convey/get conveyed the SAID PROPERTY or portion thereof in the name of the APEX BODY. In the event the DEVELOPER/VENDORS are constructing or going to construct any building scheme/s in the remaining portion of the SAID PROPERTY, the DEVELOPER/VENDORS shall have the discretion to convey/get conveyed the SAID PROPERTY and/or portion in the name of the APEX BODY only after completion of such scheme/s to be constructed on the remaining portion of the SAID PROPERTY ; PROVIDED however the DEVELOPER/VENDORS shall have the further discretion to convey/get conveyed the SAID PROPERTY or portion thereof in the name of the APEX BODY before the completion of the Scheme.
  
- b) In the event the APEX BODY cannot be formed for any reason or the Conveyance cannot be executed in the name of the APEX BODY, the DEVELOPER/VENDORS shall convey

unto the PURCHASERS the SAID FLAT along with the undivided share of the portion of the SAID PROPERTY or the portion thereof on which LAGUNA AZUL is constructed, proportionate to the built up area of the SAID FLAT unto the PURCHASER, in such manner, as may be determined by the DEVELOPER/VENDORS.

- c) The PURCHASER hereby irrevocably authorizes the DEVELOPER/VENDORS to convey the SAID PROPERTY along with the Building in the name of APEX BODY to be formed or to convey the SAID FLATS along with proportionate share of land in the name of Flat Holders by executing a Conveyance through Individual/ Unilateral Sale Deeds.
- d) All costs, charges, expenses, etc. including stamp duty, registration charges and any other expenses in connection with preparation, execution and registration of the Deed/Deeds of Conveyance shall be borne by the PURCHASER and the other flat/shop/office premises/garage holders in such proportion as may be decided by the DEVELOPER/VENDORS and/or the APEX BODY. The PURCHASER shall pay their share towards such expenditure in advance i.e. at the time of taking possession of the SAID FLAT.

#### **11. MAINTENANCE OF COMMON AMENITIES**

The PURCHASER has agreed to pay a lumpsum amount of Rs. \_\_\_\_\_/- (@ Rs. \_\_\_\_\_ /- per sq.mt) towards Maintenance

deposit for maintenance of the project for a period of 5 years from the date of respective Occupancy Certificate. The PURCHASER/s agrees to contribute his/her share on time and regularly towards (i) maintenance of the SAID PROPERTY/buildings/ equipments and (ii) Sinking Fund for repairs and maintenance of SAID PROPERTY/buildings/ equipments.

- (a)** The above amounts shall be paid by the PURCHASERS to the DEVELOPER/VENDORS on or before taking possession of the SAID FLAT.
- (b)** The DEVELOPER/VENDORS undertake to maintain the common amenities of LAGUNA AZUL for a period of \_\_\_ years from the date/s of respective Occupancy Certificate.
- (c)** The amounts so received by the DEVELOPER/VENDORS, shall be held by the DEVELOPER/VENDORS only in representative capacity, for a maximum period of \_\_\_ years from the date of obtaining occupancy certificates for all the building blocks of LAGUNA AZUL, extendible for further periods at the discretion of the APEX BODY.
- (d)** The amount so paid to the APEX BODY shall be kept by the APEX BODY in any bank in a Fixed Deposit or held in such manner as may be decided in the General Body Meeting of the APEX BODY and the interest thereon shall be used to meet the common upkeep expenses in the manner decided by the APEX BODY.
- (e)** If the DEVELOPER/VENDORS and/or the APEX BODY are of the opinion that the yield on amount as mentioned hereinabove is not going to be sufficient to meet the upkeep

expenses, the DEVELOPER/VENDORS and/or the APEX BODY are authorized to increase the aforesaid deposit with prior intimation to the PURCHASER and the PURCHASERS shall pay the same within 15 days from the date of such intimation.

**12. MAINTENANCE AND MANAGEMENT/UPKEEP OF COMMON AMENITIES AND EXPENDITURE RELATING THERETO.**

- a)** It is clearly agreed and understood that the responsibility/liability with respect to the common amenities upto a maximum period of \_\_ years from the date of Occupancy Certificate is exclusively that of the DEVELOPER/VENDORS and subsequently that of the APEX BODY at its discretion.
- b)** The common amenities referred to in clause 12 (a) above:
- i.** Common water charges;
  - ii.** Common electricity charges;
  - iii.** Lift Maintenance charges;
  - iv.** Remuneration of attendants and watchmen;
  - v.** Consumables for upkeep.
  - vi.** Such other amount as may be decided by the DEVELOPER/VENDORS at their sole discretion.
- c)** It is agreed between the DEVELOPER/VENDORS and the PURCHASERS that any agreement entered / work order issued for the above mentioned purpose, which the DEVELOPER/VENDORS may enter into or issue, shall not be

binding upon the PURCHASER or the APEX BODY to be formed.

- d)** It is further agreed and understood that the DEVELOPER/VENDORS shall, at their sole discretion decide to cease to act on behalf of the PURCHASER and discontinue to effect payment of the items mentioned in sub-clause (a) above, from such date as the DEVELOPER/VENDORS may deem fit, after giving prior intimation of 30 days.
  
- e)** The PURCHASER shall subject to payment of requisite charges be entitled to use the Infinity swimming pool, garden, club house, Restaurant and such other recreational facilities, if and to the extent provided by the DEVELOPER/VENDORS, and such use shall be at the sole responsibility and risk of the PURCHASER or his family members.
  
- f)** The PURCHASER and or the family members shall abide by the rules and regulations framed by the DEVELOPER/VENDORS or the APEX BODY for this purpose, it being agreed that mere reference herein, shall not be construed as commitment on the part of the DEVELOPER/VENDORS to provide such facilities. It is also agreed that (i) such facilities not be meant for the owners of shops/commercial premises and (ii) for owner of shops/commercial premises, open parking shall be provided separately.



**13. SWIMMING POOL/CLUB HOUSE/SOCIETY OFFICE:**

- (a) The DEVELOPER/VENDORS shall construct a SWIMMING POOL on the rooftop in BLOCK B. The DEVELOPERS/VENDOR shall also construct a CLUB HOUSE in LAGUNA AZUL. The said SWIMMING POOL and CLUB HOUSE as an additional facility shall ultimately be transferred to the SOCIETY/ ENTITY /APEX BODY for the beneficial use of all the Apartment purchasers., a small room for Office of the Manager and Toilet Block. The PURCHASER/S shall be entitled to use the Swimming pool, Club House, garden provided by the VENDORS/DEVELOPERS, and such use shall be at the sole responsibility and risk of the PURCHASER/S or PURCHASER/S's family members and they shall abide by the rules and regulations framed by the VENDORS/SELLERS or the SOCIETY/ENTITY/ APEX BODY for this purpose from time to time.
- (a) All the purchasers of the Apartment including the PURCHASER/S of the SAID APARTMENT are entitled to the Membership of the said SWIMMING POOL and CLUB HOUSE located in the SAID PLOT/BLOCK B. The maintenance charges towards the SWIMMING POOL and CLUB HOUSE shall also be payable by each of the PURCHASER OF APARTMENT initially at the rate of Rs.\_\_\_\_\_/ - per Flat per month, (for the time being) towards upkeep and maintenance of the facilities, staff salary of the CLUB HOUSE, Electricity Consumption, Water

Consumption, Equipment Maintenance Charges etc. The use of SWIMMING POOL and CLUB HOUSE (facilities) will be restricted only to the PURCHASER/S of the FLAT and his/her family members. The maintenance charge is due and payable from the date of deemed occupancy of the respective Flat purchased, which may be raised depending upon the input costs and other services from time to time.

The Maintenance charges of SWIMMING POOL and the CLUB HOUSE shall be payable on an annualized basis in advance i.e. presently **Rs. \_\_\_\_\_ per month x 12 = Rs. \_\_\_\_\_/- per annum.**

The PURCHASER/S undertakes to follow all the safety measures and practices while using the Swimming Pool and shall be fully responsible for his/her safety or for any unforeseen mishaps while using the Swimming pool and the DEVELOPERS/VENDOR will in no way be responsible or liable for any mishaps occurring to the PURCHASER/S and his/her/family members while using the Swimming Pool.

Further, the PURCHASER/S undertakes to fully abide by the Rules and Regulations and other guidelines for the usage of the swimming pool such as pool timings, usage of proper swimming costumes, not to run, jump, and play in and around the pool area, not to consume food and beverages or alcohol while in or near the swimming pool, not to undertake diving, not to take pets near the swimming pool area, and to take adequate care and precaution of

his/her/their children below the age of 12 years and to ensure that the children would be accompanied either by him/her/them or an adult member of the family while swimming.

#### **14 : GENERAL**

- i. The PURCHASERS confirm having taken inspection, to full satisfaction, of the requisite documents of title to the SAID PROPERTY and of the plans/approvals/licence relating to the SAID FLAT and project LAGUNA AZUL.
- ii. The PURCHASER shall be bound to sign all the papers and documents and do all the things and matters as the DEVELOPER/VENDORS may require from him from time to time in this behalf for safeguarding, inter alia, the interest of the DEVELOPER/VENDORS and the PURCHASERS.
- iii. The PURCHASER shall obtain written consent of the DEVELOPER/VENDORS before commencing the works relating to:
  - (a) Fixing of window grill/railing as regards to its design, size and details pertaining to its location and modality of fixing;
  - (b) Interior civil works not anyway touching or adversely affecting safety and/or structural members of the Building;

- (c) Air-conditioning installations with regard to its location;  
and
  - (d) For any other like works, matters and things.
- iv. The DEVELOPER/VENDORS shall only facilitate the PURCHASER in applying for amenities like water, electricity etc., and the PURCHASER shall sign all documents and shall comply with all statutory requirements. However, such facility given gratis is outside the scope of this Agreement and the VENDOR shall not be held responsible or liable in any manner whatsoever for any delay or non-performance.
- v. The PURCHASER shall obtain electric connection from the Electricity Department for which the requisite meter deposit/service charges and such other expenses shall be paid by the PURCHASER. The DEVELOPER/VENDORS shall only provide the PURCHASER with the required Electrical Test Report to the effect that the work is executed as per Government regulations, which is sufficient for obtaining electrical connection.
- vi. Water supply shall be made available from such source as may be provided or permitted by the concerned authority or authorised agency.
- vii. Any delay tolerated or indulgence shown by the DEVELOPER/VENDORS in enforcing the terms of this Agreement or any forbearance of giving of time to the PURCHASERS by the DEVELOPER/VENDORS shall not be constructed as waiver on the part of the

DEVELOPER/VENDORS of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the DEVELOPER/VENDORS.

- viii. The PURCHASER' address where any letters, reminders, notices, documents, papers etc., are to be served to him shall be as under: \_\_\_\_\_

\_\_\_\_\_

The PURCHASERS shall also, from time to time notify any change in his address to the DEVELOPER/VENDORS. Any letters, reminders, notices, documents, papers, etc. made at the said notified address or at the changed address by Hand Delivery or Registered A.D. or Under Certificate of Posting or through a courier service agency, shall be deemed to have been lawfully served to the PURCHASERS.

- ix. In case of Joint purchasers, all communication shall be sent by the DEVELOPER/VENDORS to the First Purchaser and which shall for all purposes be considered as served on all the Purchasers. All correspondence shall be made at the address for correspondence as indicated in Clause viii abovementioned. Any change in address of the PURCHASER will have to be notified in writing to the DEVELOPER/VENDORS at its registered office and acknowledgement obtained for such change.
- x. The PURCHASER hereby gives express consent to the DEVELOPER/VENDORS to raise any loans against the SAID PROPERTY and/or SAID PLOT and to mortgage the same

with any Bank or Banks or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the DEVELOPER/VENDORS at their expenses before the SAID FLAT is handed over to the PURCHASERS.

- xi. If at any time prior to the execution of the Deed of Conveyance and handing over the respective premises to the PURCHASERS as stipulated in this Agreement, the Floor Area Ratio presently applicable to the SAID PROPERTY is increased, such increase shall enure exclusively for the benefit of the DEVELOPER/VENDORS alone without any rebate to the PURCHASERS.
- xii. Notwithstanding anything contained to the contrary in any prior or contemporary advertisements, publicity, promotional material etc., these presents shall constitute the complete and comprehensive contract between the parties hereto, unless otherwise specifically agreed upon.
- xiii. The PURCHASER shall present this Agreement at the proper Registration Office for registration within the time limit prescribed by the Registration Act, and the DEVELOPER/VENDORS upon being duly notified by the PURCHASER will attend such office and admit execution thereof.
- xiv. At present the possession of the SAID FLAT has not been handed over to the PURCHASERS.

**15. DISCLAIMER FOR SAMPLE FLAT:**

a) The DEVELOPER/VENDORS may provide a sample Flat in the Complex. The PURCHASER agrees and understands that all standard fittings and dimensions of the Sample Flat may vary as to its make, colour, shade, shape and appearance from the one provided in the actual FLAT agreed to be purchased.

b) The PURCHASER agrees and understands that the interiors, furniture, kitchenette and fixtures in the Sample Flat are provided only to give a vision of a furnished Flat as per the advice of the Interior designer.

c) The PURCHASER agrees and understands that the dimensions and the area of the Flat agreed to be sold shall vary from the Sample Flat based on the Floor, block, location of the said FLAT.

**16. JURISDICTION:**

a) All disputes or differences relating to or arising out of or in connection with the terms and conditions contained herein shall be mutually discussed and settled between the parties.

b) However, all disputes which cannot be settled amicably shall be decided by the Real Estate Regulatory Authority established in the State of Goa under S.20 (1) of the Real Estate (Regulation and Development) Act 2016 and finally decided and resolved in accordance with the provisions of the Arbitration and Conciliation Act 1996 and any subsequent amendments thereto.

c) All disputes/issues arising out of this transaction will be subject to the exclusive jurisdiction of the Courts in Goa..

**SCHEDULE I ABOVE REFERRED TO**

**DESCRIPTION OF THE SAID PROPERTY**

ALL THAT Plot B admeasuring an area of 23,400 square metres recorded in the Record of Rights under Survey No. 211/1-A of the Village of Sancoale in Mormugao Taluka , the same forming the Northern portion of the property known as MUTTOY or MUTHOY or MUTTOY DE CASA or AFORAMENTO located within the limits of the Village of Sancoale , in the Taluka of Marmagao in the State of Goa , described in the Land Registration Office of Salcete at Margao , under Description No. 20631 of folio 25 reverse of Book 53 New and Inscribed under No. 51188 at folio 95 reverse of Book G-62 and enrolled in the Taluka Revenue Office under Matriz Nos. 610 , 611 , 612 , 613 , 614 and 615 , the entire property admeasuring an area of 38,400 square metres , the Plot B admeasuring 23,400 square metres being bounded on or towards the

EAST : By Survey No.s 210/1 , 210/3 , 212/1 , 212/3 ,  
213/1 , 213/2 and 214/1



WEST : By Survey No.s 198 and 206/4 ;

NORTH : By Survey No.s 206/6 and 210/1 ;

SOUTH : By remaining part of Survey No. 211/1 Part A  
admeasuring 15,000 square metres .

**SCHEDULE NO. II**  
**(DESCRIPTION OF THE SAID FLAT)**

Flat No. 302 having a Carpet area approximately 68.16 sq. mtrs . along with 24.61 square meters of exclusive balcony/verandah/ passage area appurtenant to the carpet area for the exclusive use of the PURCHASER/S and along with one stilted Car Park admeasuring approx 12.50 square meters , along with the proportionate share in the Common areas, located on the First floor in Building No. A, in the Housing Complex, named LAGUNA AZUL . The SAID APARTMENT is/are shown delineated in red boundary line in the plan annexed.

**SCHEDULE NO. III**  
**MODE OF PAYMENT**

<b>EVENT NAME</b>	<b>BCC (RS.)</b>
Booking & signing	

On Handing Over	
<b>Grand Total :</b>	

**SCHEDULE NO. IV  
(SPECIFICATIONS OF THE SAID FLAT)**

**The Structure:**

RCC framed structure to with stand wind and seismic loads.  
Walls with Flyash bricks/ cement concrete blocks.

**Flooring:**

All areas fitted with double charged vitrified tiles of reputed brand. Bathroom with anti skid vitrified tiles of reputed brand. Corridors with vitrified double charged tiles of reputed brand.

**Doors & Windows:**

2<sup>nd</sup> class teak Wood frame with veneer/laminate flush shutters with branded hardware for main and internal doors. Granite frame with laminate shutters with reputed hardware for Toilet and utility doors. UPVC/Bronze Aluminium alloy windows system with clear float glass and mosquito mesh track.

**Kitchen:**

Power plugs for cooking range and appliances such as refrigerator, microwave and dishwasher.

**Internal :**

Telephone points for drawing and master bedroom. Provision for cable TV connections in drawing, living and all bedrooms. WI-FI Internet provisioning for all apartments.

**External :**

High speed Automatic passenger Lifts with rescue device. Entrance to the lift having granite/marble cladding.

**Water Tanks:**

WTP/BSTP treated water made available through water softening and purification plant. Sewage treatment plant provided.

**Plumbing & Sanitary:**

Counter top wash basin with single lever mixer. EWC with flushing valve of premium brand. Provision of Geysers in all bathrooms.

**Electrical Installations:**

Electrical concealed copper wiring of premium brand. Three phase supply for each unit with miniature circuit breakers, modular switches of reputed make.

**General:**

Round the clock security with comprehensive security systems with cameras at necessary locations.

Intelligently designed car parks with signage boards at strategic locations for ease of driving.

Fire Hydrant system on all the Floors and in the basement.

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

SIGNED AND DELIVERED ) **For**  
by the within named )  
DEVELOPER/VENDORS at \_\_\_\_\_ in  
the presence of Witnesses ) \_\_\_\_\_  
**MR.**

\_\_\_\_\_  
PHOTOGRAPH OF **MR.**

LEFT HAND  
FINGER PRINTS

RIGHT HAND  
FINGER PRINTS

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

5. \_\_\_\_\_

SIGNED AND DELIVERED )  
by the within named )  
PURCHASERS at \_\_\_\_\_ in )  
the presence of Witnesses)

\_\_\_\_\_ **MR.**

\_\_\_\_\_  
PHOTOGRAPH OF **MR.**

LEFT HAND  
FINGER PRINTS

RIGHT HAND  
FINGER PRINTS

1. \_\_\_\_\_

1. \_\_\_\_\_

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3. \_\_\_\_\_

4. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

5. \_\_\_\_\_

WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_