

AGREEMENT FOR SALE

This Agreement For Sale is executed on this _____day of _____, of the year Two Thousand and Eighteen (----/---/2018) at Panaji, Taluka Tiswadi, Registration Sub-District of Ilhas, District of North Goa, in the State of Goa;

BETWEEN

1. **Mrs. SUNITI. D. MAPXENCAR alias Mrs. SUNITI D. MHAPSEKAR**, wife of Mr. Devatta Mapxencar, housewife, 58 years of age, married, holder of PAN card no. ACWPM1062E and
2. **Mr. DEVDATTA MAPXENCAR alias DEVDATTA MHAPSEKAR**, son of late Anand Mapxencar, businessman, aged about 60 years married , holder of PAN card no. AEDPM2657L, both Indian Nationals and residing at H.No. 213, Comba, Margao, Goa- 403 601, hereinafter referred to as “**THE OWNERS**”, (which expression shall be deemed to mean and include their respective heirs, administrators, legal representatives, executors, successors and /or assigns, wherever the context or meaning shall so require or permit) **OF THE FIRST PART.**

AND

3. **Mr/Mrs. _____**,son of/ wife of Mr. _____--, aged about ____years, married/unmarried, in business/service ,Indian National, holding Pan Card No._____, and Aadhar Card No. _____residing at _____hereinafter referred to as “**THE ALLOTTE**”, (which expression shall be deemed to mean and include his/her heirs, administrators, legal representatives, executors, successors and /or assigns, wherever the context or meaning shall so require or permit) **OF THE SECOND PART.**

AND

4. M/s. MAPXENCAR PROMOTERS, a sole proprietorship concern, having its registered office at 647/648, Near the Bridge, Attafondem, Moira, Bardez, Goa - 403514, represented herein by its proprietor **Mr. KEDAR MAPXENCAR**, son of Mr. Devdatta Mapxencar alias Devdatta Mhapsekar, aged 29 years, married, Indian National, businessman, residing at H.No. 213, Comba, Margao, Goa- 403 601, having PAN card no. BYUPM3335F, hereinafter referred to as the “**PROMOTER**”(which expression shall be deemed to mean and include his heirs, administrators, legal representatives, executors, successors and /or assigns, wherever the context or meaning shall so require or permit)**OF THE THIRD PART.**

(Owner No. 2, Mr. Devdatta Mapxencar alias Devdatta Mhapsekar, son of late Anand Mapxencar, businessman, aged about 60 years, Indian National holder of PAN card no. AEDPM2657L, residing at H.No. 213, Comba, Margao, Goa- 403 601 is represented in this Agreement by his duly constituted attorney his wife, **Mrs. SUNITI. D. MAPXENCAR alias Mrs. SUNITI D. MHAPSEKAR**, wife of Mr. Devdatta Mapxencar, housewife, 58 years of age, holder of PAN card no. ACWPM1062E, she having been appointed in terms of Power of Attorney executed before Adv. Meera Medhekar, Notary at Panaji- Goa, under Reg No. 6817, dated 18/09/2017, certified copy of the same is filed along with this Agreement in the Office of the Sub-Registrar of Ilhas at Panaji, Goa.)

W H E R E A S:

- a. The Owners are possessed of or otherwise well and sufficiently entitled as absolute and exclusive owners, the property bearing survey no. 114/3-K of the village of Ella Taluka, Tiswadi, admeasuring 1280.00 sq. mtrs. or thereabouts and more fully described in the Schedule I hereunder written, hereinafter referred to as the “**Said Property**”;
- b. In terms of Deed of Sale dated 01.04.1999 executed between Mr. Mahabaleshwar Vinayak Ghantkar and his wife Mrs. Lalitha Mahabaleshwar Ghantkar, Mrs. Lina Yateen Hegde Desai nee Lina Ghantkar and her husband Mr. Yateen Narendra Hegde Dessai as Vendors therein and Mrs. Suniti Devdatta Mhapsekar as Purchaser therein and Mr. Devdatta Mhapsekar alias Devdatta Anand Mhapsekar as Confirming Party therein and said Vendors sold and transferred 1/2 share in the plot no. 19, 20, 21 and 22 of the First Addition of the entire property in favour of the PURCHASER and Confirming Party therein;

- c. The Deed of Sale dated 01.01.1999 stands registered in the Office of the Sub-Registrar of Ilhas at Panaji, Goa, under Registration No. 556 at pages 412 to 433 of Book -I, Volume No. 760 on 13.04.1999;
- d. The Deed of Sale dated 01.04.1999 was rectified vide Deed of Rectification dated 03.03.2008 registered in the office of the Sub-Registrar of Ilhas at Panaji, Goa, under Registration No. 851 at pages 1 to 13 of Book -I, Volume No. 1933 on 17.03.2008;
- e. In terms of the Deed of Sale dated 09.04.1999 executed between said Mr. Mahabaleshwar Vinayak Ghantkar and his wife Mrs. Lalitha Mahabaleshwar Ghantkar, Mrs. Lina Yateen Hegde Desai nee Lina Ghantkar and her husband Mr. Yateen Narendra Hegde Dessai as vendors there in and Mrs. Suniti Devdatta Mhapsekar as PURCHASER therein and Mr. Devdatta Mhapsekar alias Devdatta Anand Mhapsekar as confirming party therein and said vendors sold and transferred 1/2 share in the plot no. 19, 20, 21 and 22 of the First Addition of the entire property in favour of the PURCHASER therein;
- f. The Deed of Sale dated 09.04.1999 stands registered in the Office of the Sub-Registrar of Ilhas at Panaji, Goa, under Registration No. 594 at pages 133 to 158 of Book -I, Volume No. 762 on 20.04.1999;
- g. The Said Deed of Sale dated 09.04.1999 was rectified vide Deed of Rectification dated 03.03.2008, registered in the office of the Sub-Registrar of Ilhas at Panaji, Goa, under Registration No. 852 at pages 14 to 26 of Book -I, Volume No. 1933 on 17.03.2008;
- h. By virtue of aforesaid Deeds of Sale and Deed of Rectifications, said Mrs. Suniti Devdatta Mhapsekar, became the exclusive and absolute owner of plot no. 19, 20, 21 and 22 of the First Addition of the entire property;
- i. Said Mrs. Suniti Devdatta Mhapsekar has partitioned the said plots from the entire property vide partition order no. LND/PART/155/2015 dated 20.10.2015 and have formed into a single entity and is allotted a separate survey number 114/3-K;
- j. Name of said Mrs. Suniti Devdatta Mhapsekar, stands recorded in the Form I And XIV in respect of the said plots bearing survey no. 114/3-K against mutation entry no. 29170 as occupant thereof;
- k. The Owners have obtained all approvals and permissions for construction of a residential apartment building with the requisite front, rear and side open spaces, on the said Property and which building shall hereinafter be referred to in this Agreement as “**THE BUILDING**“ ;

- l. AND WHEREAS the Promoter has appointed an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder Act with the Real Estate Regulatory Authority at..... under No.; authenticated copy is attached in Annexure;
- m. AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
- n. AND WHEREAS on demand from the allottee, the Promoter has given inspection and copies to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architect Nilpa Pandit and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; and the allottee has acknowledged the receipt of the same;
- o. In return for valuable consideration, the Owners have granted to the PROMOTER the exclusive and irrevocable rights and entitlements to develop the said Property and to sell or otherwise dispose of apartments constructed therein to any person/s of the PROMOTERs' choice. In terms of Joint Development Agreement dated 12-05-2017 executed before Adv. Rajendra R.G Raut Dessai Notary at Margao under Reg no. 28394/2017
- p. The necessary permissions/ licenses and approvals for the construction of the Development issued by the Dy. Collector, Town and Country Planning Development, Village Panchayat of Se Old Goa and other concerned authorities obtained by the Owners have been independently verified by the PROMOTER. The development of the said Property by construction of the Building therein along with certain amenities including garden and is hereinafter referred to as the "**THE AMENITIES**" is better described in Schedule IV and is hereinafter referred to as "**THE DEVELOPMENT**" or as "**MAPXENCAR GREEN VIEW**";

- q. The ALLOTTEE intends to acquire a residence in MAPXENCAR GREEN VIEW and accordingly has approached the PROMOTER with a willingness to purchase one of the apartment/s in the Development, viz the Apartment bearing no. -----, admeasuring----- square meters of super built area on the _____ floor of the Building known as “**MAPXENCAR GREEN VIEW**”, hereinafter referred to as “**THE APARTMENT**”, the proportionate undivided rights attributable thereto in the said Property and the right to use the Amenities;
- r. The ALLOTTEE shall be entitled to ----- car parking space attributable to the Apartment that bears Car Parking space no. -----and constitutes a component of the Apartment as defined herein above. The components, area and standard specifications of the Apartment are described and defined in Schedules II hereunder. The Apartment, its configuration, and the Development and its layout are depicted in the plan attached to and forming part of this Agreement as shown in Plan at Annexure A;
- s. The ALLOTTEE has hereby acknowledged receipt from the PROMOTER of a dossier containing copies of the Opinion on Title of the Said Property issued by the PROMOTER’s solicitors, the permissions/approvals and licenses from the concerned authorities for the construction of the Development and other relevant documents. The ALLOTTEE is entering into this Agreement with the PROMOTER after having inspected these documents and being fully satisfied that the Owner’s title to the Said Property is clear and marketable and that the PROMOTER has the permissions to construct and the right to sell, to any person/s of the PROMOTER’s choice , apartments therein along with the attributable proportionate undivided rights in the said Property (hereinafter referred to as “**THE UNDIVIDED RIGHTS**”) and the right to use the Amenities;
- t. Now therefore the Owners, PROMOTER and ALLOTTEE have reduced in writing , as contained in this Agreement, the terms and conditions agreed upon between them;

NOW THIS AGREEMENT WITNESSETH AS UNDER

ARTICLE 1

MUTUAL OBLIGATIONS

1.1. **ALLOTTEE:** The ALLOTTEE agrees subject to the terms and conditions herein, to purchase the Apartment along with the Undivided Rights and the right to use the Amenities. The total amount agreed to be paid by the ALLOTTEE towards the Apartment, the Undivided Rights and right to use the Amenities is specified in Schedule III below and shall be paid in the manner prescribed therein.

1.2. **PROMOTER:** The PROMOTER agrees, subject to the terms and conditions herein, to put the ALLOTTEE in possession of the Apartment with full right to the ownership, use and enjoyment of the Apartment and to convey in favour of the ALLOTTEE the Apartment along with the Undivided Rights and the right to use the Amenities.

1.3. **ESSENCE :** Time shall be the essence of this contract.

ARTICLE 2

PAYMENTS BY THE ALLOTTEE

2.1. **PUNCTUALITY:** All payments shall be made punctually by the ALLOTTEE and remitted in advance from her bank account so as to reach the PROMOTER's bank account within 10 days of PROMOTER issuing a demand letter as per payment stands specified in schedule III hereunder, within the respective due dates specified in Schedule III hereunder. The PROMOTER shall not be liable, obliged or required to individually inform or update the ALLOTTEE periodically about the progress/ status of construction of the building or / the Development. The ALLOTTEE shall be independently responsible to send each payment on time to the PROMOTER, taking into account possible bank-related delays or holidays and without the PROMOTER being liable or obliged to send any demand notices or reminders by letters/ emails to the ALLOTTEE. All the amounts specified herein shall be paid by the ALLOTTEE prior to receiving possession of the Apartment and net of bank/ transfer charges.

- **HOME LOAN:** If the ALLOTTEE avails of a home loan from any Bank and/or Housing Finance Institution (hereinafter referred to as "the **HFI**") in order to purchase the Apartment, the ALLOTTEE shall herself be liable and responsible for reminding the HFI and sending the HFI all notices or reminders regarding disbursement or release by the HFI of each payment of the time-bound installments to the Development as specified in Schedule III hereunder.

- **DEFAULT IN PAYMENT OF INSTALLMENTS** : If the installments specified in Schedule III hereunder are not paid to the PROMOTER by the ALLOTTEE or the concerned HFI on or before each of the respective due dates specified therein and/or the ALLOTTEE commits a default or breach in observing and performing any of the terms and conditions of this Agreement, the PROMOTER shall be at liberty to terminate this Agreement but only after giving to the ALLOTTEE 15 days prior notice of the PROMOTER's intention to do so and of the specific default(s) or breach(es) of the terms and conditions by reason(s) of which such termination is intended and only if the ALLOTTEE does not cure these default(s) or breach(es) within 15 days of the receipt of such notice.

In the event of the ALLOTTEE's failure to effect the cure as aforesaid and pay interest at 12% on the delayed/defaulted installment computed from the specified within 10 days of PROMOTER issuing a demand letter thereof due date of payment thereof, the PROMOTER shall refund to the ALLOTTEE the money which may till then have been paid by the ALLOTTEE but the PROMOTER shall not be liable to pay to the ALLOTTEE any interest on the amount so refunded. The refund to the ALLOTTEE shall be made as soon as the PROMOTER receives the booking amount from a new ALLOTTEE of the Apartment or within three months of the termination, whichever is earlier. In the event of such termination of this Agreement and without in any manner prejudicing the rights of the PROMOTER under this Agreement and/or in law, the PROMOTER shall be at liberty to enter into any agreement or transaction in respect of the Apartment with any other person/s of their choice or otherwise deal with the Apartment as the PROMOTER deems fit and the ALLOTTEE shall not be entitled to question such termination or challenge such an agreement/transaction or claim any amount whatsoever from the PROMOTER.

2.4 PROMOTERS DISCRETION : Subject to what is stated above and without prejudice to the PROMOTER's other rights under this Agreement and/or in law, the PROMOTER shall exclusively at its discretion choose to accept from the ALLOTTEE payment of any of the installments after the respective due dates specified herein, provided the ALLOTTEE pays simple interest on the delayed payments at the rate of 12 percent per annum computed from the specified due date of the installment upto the date of actual payment of the amount by the ALLOTTEE. This provision for charging of interest on delayed payments is by way of additional

right and a discretionary option in favor of the PROMOTER and does not entitle the ALLOTTEE to commit any delay or default in payment of any amount due to the PROMOTER.

- **HOME LOANS :** If the ALLOTTEE avails of a home loan/finance from any HFI for purchase of the Apartment, it shall always remain the ALLOTTEE' liability and responsibility to ensure that the HFI sends each of the instalments to the PROMOTER on or before the due dates specified herein. If and where required or applicable, the PROMOTER shall hand over to the ALLOTTEE and/or the HFI post-dated Demand Notices duly countersigned by the ALLOTTEE in respect of each of the instalments payable. The ALLOTTEE alone shall be responsible to deliver each of the aforesaid Demand Notices and the ALLOTTEE concurrence to the HFI well in time so that the instalments payable to the PROMOTER are not delayed beyond the due dates specified herein. The ALLOTTEE solely shall be responsible and liable for all delays by the HFI in processing or sanctioning the loan and the processing, disbursements , release of payment instalments by the HFI to the PROMOTER. In the event of a default or delay in receipt of payment by the PROMOTER of any instalment from the HFI , the PROMOTER reserves the right to either terminate this Agreement in the manner provided for herein and refund the amount paid by the ALLOTTEE to the PROMOTER as well as the amount that the HFI has advanced to the PROMOTER on the ALLOTTEE's behalf or accept such delayed payment from the ALLOTTEE by imposing an interest of 12% on the delayed payment .

- AND WHEREAS the authenticated copies of Certificate of Title issued by the legal Practitioner of the Promoter, or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto;

- **FIRST LIEN AND CHARGE:** Subject to her right to avail of a home loan from any HFI as aforesaid , the ALLOTTEE shall not enter into any transaction in respect of the Apartment with third parties other than the HFI without the previous consent in writing of the PROMOTER until and unless all the dues payable by the ALLOTTEE to the PROMOTER under this Agreement are fully paid up. It is hereby agreed that the PROMOTER shall have first lien and charge on the

Apartment in respect of any amount remaining unpaid by the ALLOTTEE under the terms and conditions of this Agreement.

- **IMPOSITION:** Service Tax, VAT, Stamp Duty, Registration fees, TDS, GST (Goods & Infrastructure Tax) , electricity meter charges, electricity transformer & infrastructure charges and any other statutory imposition(s) that are and might become applicable to the apartment or the transaction herein shall be promptly paid by the ALLOTTEE at the required time(s) and as per the State/Central Government rates prevailing on the date(s) when the payment of such impositions becomes due and payable as per the rules of the concerned statutory authority (ies) or as intimated by the PROMOTER.

ARTICLE 3

POSSESSION

3.1. STIPULATED DATE: The PROMOTER shall, subject to the other terms and conditions herein, put the ALLOTTEE in possession of the Apartment on 1st July, 2020(the “ **STIPULATED POSSESSION DATE OF THE APARTMENT**”)

3.2 NOTIFICATION: Upon the PROMOTER notifying the ALLOTTEE by email, or by post , that the Apartment is ready for possession or occupation, the ALLOTTEE shall take possession of the Apartment within 15 days of the written notice from the promoter. On receiving possession of the Apartment the ALLOTTEE shall have the use and enjoyment of the Amenities and common areas in the Development. The PROMOTER shall put the ALLOTTEE in possession of the Apartment upon receiving full payment of all amounts due under this Agreement including but not limited to full payment for the Extra Items, if any, as defined in Article 4 below, and subject to the other provisions herein.

Failure of the Allottee to take possession of the apartment upon receiving the written intimation from the Promoter , the Allottee shall take possession of the Apartment from the Promoter by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement.

- **POSSESSION CERTIFICATE :** Prior to taking possession of the Apartment, the ALLOTTEE shall inspect the same and satisfy herself that it is constructed as per the plan and specifications herein. Within 7 days of such inspection, PROMOTER shall subject to the terms and conditions herein, at their own cost make good, correct, rectify and repair any defect/s/deficiencies or departures from specifications that may be brought to their notice in writing by the ALLOTTEE. Immediately on completion by the PROMOTERS of the necessary

correction of defects/deficiencies/departures, if any, as aforesaid, the ALLOTTEE shall take possession by receiving the keys of the Apartment from the PROMOTER and countersigning the Possession Certificate in evidence of the same. Thereafter the ALLOTTEE shall not delay the taking of possession by raising any further objection, dispute or complaint in respect of the finishes and specifications of the Apartment, or in respect of any item/s of work allegedly not repaired/rectified/corrected/made good by the PROMOTERS.

3.4 WARRANTY: The PROMOTER agrees to rectify/ repair/ correct at their cost any constructional or structural defect/s in the Apartment upto a period of 24 months from the date, notified on the PROMOTERS website, or through email or a written letter of completion of construction of the Development. However, this warranty shall not be applicable or extend to or be valid in respect of :

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

3.4.2 any structure/item/specification that is broken or damaged due to mishandling, misuse, normal wear-and-tear and inadequate preventive maintenance by the ALLOTTEE or their tenants, guests, occupants, etc. of the Apartment.

3.4.3 Extra Items as defined in Article 4 below.

3.4.4 any structure/ item/ specification or construction/ addition/ alteration/ modification in or of the Apartment installed or undertaken by the ALLOTTEE after receiving possession of the Apartment from the PROMOTER.

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

3.4.6 settlement cracks in plaster or masonry, as these do not constitute construction/ structural defect(s).

3.5 EARLIER COMPLETION: The ALLOTTEE is aware that if the PROMOTER is able, without compromising on quality and workmanship, to complete the construction of the Apartment so as to hand over possession before the stipulated possession date of the Apartment then on being notified of such earlier date, the ALLOTTEE shall complete the payment of all amounts due under this Agreement. However, the ALLOTTEE shall not be liable to pay any extra amount to the PROMOTER for receiving such earlier possession.

3.6 FULL PAYMENT: If for any reason/s of her own the ALLOTTEE is unable to take possession of the Apartment on the Stipulated possession date or the date

provided for in clause 3.1 as the case may be, the PROMOTER may agree on a date that is convenient for the ALLOTTEE to do so, however, the ALLOTTEE shall nevertheless be bound and obliged to complete the full payment of all amounts due under this Agreement within 15 days of the Stipulated possession date of the Apartment or notification on the PROMOTER's website or through email or a written letter of the earlier possession date, as the case may be.

3.7 DELAYS : The PROMOTER shall neither be in breach or default of this Agreement nor shall they incur any liability of any nature whatsoever in the event of any delay/s in the completion of the Development, or in the handing over of possession of the Apartment on the Stipulated date or completion of construction of the Development, where the delay/s is/ are due to reasons beyond the PROMOTER's control, including but not limited to :

3.7.1 The non-availability, shortage or restricted supply of steel, cement, sand and other building materials or of labour/ personnel, water, electricity, etc. whether due to transport or other strikes, stoppages, outages, or other causes.

3.7.2 Delays due to changes in any law(s), rules, regulations of the concerned authorities or changes in the approval and completion certifications/procedures/ requirements or due to the issuance/promulgation of any notice, act, law, statute, order, rule, notification, departmental rules of business , revocation or changes in public i.e. local, state or central authorities or Court/s of law.

3.7.3 Delays due to any legislation/enactment that could adversely affect the Development or its construction or its completion or the sale of apartments therein.

3.7.4 Delay/s in issue of the Town Planning approvals, Panchayat License, Occupancy and other commencement or completion certification by the concerned authorities.

3.7.5 Delay/s in sanction and connection of electricity supply and/or water supply to the Development provided any such delays are not a consequence of any act/s of commission or omission on the part of the PROMOTER or its agents.

3.7.6 Bad weather including heavy rains/ flooding and other acts of Nature, earthquake, lighting, fire, explosions, riots, vandalism, terrorist attack, arson, strikes, stoppages, national emergencies, diseases, epidemics, war, or force majeure.

3.7.7 Activism, extortion, stoppage, agitation, collective action, P.I.L, or any action or interference by any person(s) or group of persons that obstructs, hampers or affects the construction of the Apartment or the Development or stops/ impedes the

progress of the building work or the free movement of manpower and material, vehicles etc. into or out of the Said Property for any length of time.

3.8 TERMINATION : Subject to the provisions of 3.7 and sub clauses above, if for any reason/s the PROMOTER is unable to or fails to give possession of the Apartment to the ALLOTTEE on the Stipulated possession date or within any further date/s or period agreed upon between the parties hereto, then in such an event the ALLOTTEE shall be entitled to give notice to the PROMOTER terminating this Agreement and the PROMOTER shall within 15 days of receipt of such notice refund all amounts paid by the ALLOTTEE together with simple interest thereon at the rate of 12 percent per annum computed from the date the PROMOTER received each of the amounts till the date these amounts and the interest thereon are refunded to the ALLOTTEE. The PROMOTER shall, in addition, pay the ALLOTTEE a maximum sum of Rs.10,000/- (Rupees Ten thousand) only as liquidated damages in respect of such termination but the PROMOTER shall not be liable to pay the ALLOTTEE any compensation whether for cost of rental or alternate accommodation, or for consequential or direct or indirect loss/es or expenses of any nature whatsoever or by way of penalty or other amount/s whatsoever. Upon such payment of the refund, interest and liquidated damages, neither party shall have any claim against the other, either in respect of the Apartment or arising from/out of this Agreement.

- **ELECTRICITY, WATER AND OTHER UTILITIES:** The ALLOTTEE is aware that release of connections, installation , supply and reliability of utilities such as water, electricity, piped gas, etc are subject to the sanction, availability and the rules, regulations and policies of the concerned government authorities and concerned utility suppliers.
- Upon the receipt of the Occupancy certificate from the Village Panchayat ,the PROMOTER will, in good faith, apply for the electrical, water and other utility/supply/connections for or to the Development on a best effort basis and diligently follow up with the concerned authorities or service providers for approval/sanction/release of the utility/supply/connections.
- Subject to the other provisions herein and for purposes of hand-over of possession on the Stipulated possession date of the Apartment by the PROMOTER, the construction of the Apartment and the Development shall be considered and

deemed to have been completed by the PROMOTER even if by then, the electricity, water and other utilities/supply/connection may not have, as yet, been sanctioned/released/provided to the Development by the concerned authorities or service providers despite the Occupancy Certificate having been issued in respect of the Development.

3.9.3 Any cost imposed by the government on the concerned authorities towards setting up of infrastructure for these facilities / utilities like electricity transformer, as tax meter etc or one time payment or security deposit will be paid by purchase. Any advances paid by the PROMOTER towards such fees will be reimbursed to PROMOTER by the ALLOTTEE.

ARTICLE 4

EXTRA ITEMS

4.1. **PAYMENT** : If the ALLOTTEE requests the PROMOTER to undertake any items of work that involve additions or alterations in the standard internal lay-out of the Apartment or to execute bespoke changes , customization or modification in configuration, design, features, fittings, finishes, materials or other specifications therein/thereof that differ from or that are departures from the standard specifications, hereinafter all referred to as “EXTRA ITEMS”, the PROMOTER may agree to undertake such Extra Items at the PROMOTERs’ Architect’s or Engineer’s discretion if found feasible by them, and, if so, shall get these executed by the PROMOTER’s agents/ workmen and supervised by the PROMOTER’s personnel.

4.2. **TERMS OF ACCEPTANCE:** The PROMOTER may agree to undertake / execute the Extra Items but subject to the following:

- The ALLOTTEE shall pay for these Extra Items in advance and/or in installments if directed to do so by the PROMOTER and shall complete all payments for the same on demand and prior to receiving possession of the Apartment.

- The ALLOTTEE may if called upon to do so by the PROMOTER, be required by the PROMOTER to independently arrange for the purchase and delivery of certain fittings, finishes, materials or specifications constituting the Extra Items, to the construction site at the specified time(s) if the PROMOTER, for any reason, are unable to do so or source themselves. Acceptance by the PROMOTER of the work of undertaking the Extra Items and the feasibility/ execution thereof shall always be subject to the availability, supply and timely delivery of all materials or specifications constituting the Extra Items to the construction site whether by the PROMOTER's supplier(s)/ service provider(s) or by the ALLOTTEE or her nominated agents, as the case may be.

- the ALLOTTEE is aware that extra items and bespoke changes will be undertaken/implemented/installed/fitted by the PROMOTERS on a "best effort" basis and consequently :

(i) the Stipulated possession date for the Apartment, as specified herein could get extended/ delayed because of such Extra Items and the ALLOTTEE's selection of materials/ designs/bespoke options/items/modifications that are different from the standard specifications intended to be provided uniformly to all the apartments in the Development.

(ii) The PROMOTER shall not be held responsible or liable to the ALLOTTEE' for any issues/ differences/ discrepancies/ claims arising from batch variations; or due to natural features such as veins/ crystals; or on account of variations in shape, size, colour, nature, characteristics, texture, content, features, form, finish, workmanship, laying and/ or other techniques of work; or the functionality and appearance/ look/ performance arising from the installation/ implementation/ damage/ discoloration of the ALLOTTEE' selection of materials/ designs/ options/ features that are different from the standard specifications intended to be provided uniformly to all the apartments in the Development.

4.2.4 ALLOTTEE is fully aware that any alteration demanded by her and modifications required will be done in terms of all provisions of law that would be applicable in addition to any rules and regulations. Any changes requiring additional cost on government fees, taxes or any other money to be paid will be borne by the ALLOTTEE.

4.3. SPECIFICATIONS: The ALLOTTEE confirms that the PROMOTER shall not be liable to provide in the Apartment, any items of furniture, furnishing, specifications, appliances, fixtures or fittings other than those expressly specified in Schedule IV or intended to be provided uniformly to all the Apartments in the Development or other than those that constitute Extra Items, if any, that have been paid for by the ALLOTTEE in the manner described above.

ARTICLE 5

VARIATIONS

5.1 PLAN, DESIGN, ELEVATION, etc.: It is hereby agreed that the PROMOTER reserves the right and is entitled and permitted, without notice or intimation to the ALLOTTEE, to make/ effect such changes/ variations/ alterations in the plan, design, elevation, layout of the Building , Apartment or the Development including but not limited to relocating open spaces, structures, gardens, Amenities and varying the layout/ placement/orientation of accesses, pathways, driveways, parking spaces, gates, walls, entrances, or other amenities, etc. in the Development as the PROMOTER's Architect/Engineer may require or consider necessary but provided that these changes/ variations/ alterations are necessitated by unforeseen technical exigencies/reasons or requirements arising from or consequent to on-site conditions and circumstances during the construction necessitated or by any revised or amended orders/ directions of the planning/ approving authorities.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Competent Authority have been annexed;

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto;

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto;

5.2 STANDARD SPECIFICATIONS : The PROMOTER shall have the right to alter/ amend/ change/ substitute/ replace, without prior notice to the ALLOTTEE, all or any of the materials or items comprising the standard specifications of the Apartment and/or the Development and/or the Amenities, if required, or if it is in the interest of improving quality and enhancing customer satisfaction or in the event that the particular material(s) or item(s) is/are in short supply or unavailable, but provided that in so doing, the altered/ amended, changed/ substituted/ replaced material(s) or item(s) is/are of equivalent or higher quality and threshold-value, in unit-cost terms, as that of the corresponding materials or items originally intended to be provided as standard specifications to all apartments or/in the Development or the Amenities.

5.3 THRESHOLD: The standard specifications may, at times, vary between apartments in the Development to the extent of overall differences such as colour, size, shade, appearance, but not in terms of the threshold unit-values or unit-costs of the material(s) or item(s) originally intended to be provided uniformly to all the apartments in the Development. Bought-out/ manufactured items such as floor tiles , paints etc. are subject to variations in shade, size and thickness, batch, etc. and natural materials such as stone slabs are subject to features such as veins, crystals, etc.

5.4 UNDIVIDED RIGHTS AND COMMON AREAS :

5.4.1 The Undivided Rights as defined and referred to herein are the indivisible rights to be enjoyed in common with the other owners of apartments in the Said property and include the rights to the common areas, such as the common lobbies driveways, pathways and garden areas.

5.4.2 The ALLOTTEE' share of Undivided Rights in the said Property shall be proportionate , purely notional and subject to the other clauses pertaining to the Undivided Rights in this Agreement , the Sale Deed and the Memorandum. The ALLOTTEE on account of the Undivided Rights shall lay no claims or demands in respect of any particular or specific part or portion of the said property save and except for the Apartment. The ALLOTTEE shall not be entitled to claim partition or division of their Undivided Rights in the said Property , it being agreed and declared by the ALLOTTEE that the share, right , title and interest in the Undivided

Rights of the said Property is, and shall always remain impartible, impartitionable and undivided.

5.4.3 Common areas shall include but not be limited to the common areas, driveways, common pathways, common garden areas etc as are commonly enjoyed and co-owned by all the Apartment Owners in the Development.

ARTICLE 6

THE ASSOCIATION

6.1. **OBJECTIVE:** An entity to be called “MAPXENCAR GREEN VIEW” hereinafter referred to as “THE ASSOCIATION”, shall be constituted by the /owners of apartments in the Development as its members for the purpose of attending to the management, security, maintenance, repairs, insurance, etc. of the Building, common areas, and to effect the collection and accounting of individual contributions from all the apartment owners. The Association’s primary objective will be to manage the Development on a day-to-day basis so as to preserve and maintain the ambience and construction quality standards and to enable the peaceful enjoyment of the Development by all the owners or lessees therein in a harmonious and co-operative manner. The entity / Association will function on a “non-profit” basis and is not intended to be registered under any statute/s, if not required by law. Wherever used in this Agreement, the terms the “ the Development ” or “ MAPXENCAR GREEN VIEW ” shall mean, apply, refer and are intended to include all the apartments, common areas, driveways, footpaths, parking spaces, gates, compound walls, etc. depicted in the plan annexed hereto as and when these are progressively constructed and put to use, and its meaning shall encompass the Development in its entirety as and when it is finally completed and inhabited.

6.2. **MANAGEMENT:** It is expressly agreed by the ALLOTTEE that she shall co-operate with the other members to duly elect a Managing Committee (herein referred to as ‘MC’) of the Association as soon as possible. In the meanwhile and until the date on which possession is first handed over to any owner/ lessee of an Apartment in the Development, the PROMOTERs in good faith shall on behalf of the Association:

- temporarily engage the services of a security agency to guard the Development on a 24x7 basis and of other service providers, such as gardening and garbage removal contractors, etc.

- temporarily appoint an Estate Manager or a Property Management Company (both hereinafter referred to as “ **E M** ”) to manage Development the on a day-to-day basis.
- temporarily appoint other service providers, such as gardening and garbage removal contractors, WiFi and cable/ dish TV suppliers etc.
- temporarily appoint a Chartered Accountant or accountancy firm (either hereinafter referred to as “ **C A** ”) to maintain the books of account and related documents, pass books, cheque books, bills, vouchers, bank, tax and other financial/ statutory documents, etc. (“the financial documents”) of the Association for purposes of banking operations, account keeping and statutory compliances relating thereto, etc. The salaries, professional fees and charges of all these aforementioned temporary appointees, professionals and service providers shall be paid for from the Association’s funds. Each cheque/ cash and banking transaction document shall necessarily be signed jointly by both the EM and the CA. The EM and the CA shall communicate with each other and with all owners in all matters of accounts, collection of dues, statutory compliances etc. As soon as the Secretary and/or Treasurer of the MC are elected, this dual signature mandate may be reviewed by the MC.

6.3 ESTATE MANAGER and CHARTERED ACCOUNTANT : Each cheque/cash and banking transaction document shall necessarily be signed jointly by both the EM and the CA. The EM and the CA shall communicate with each other and with all owners/lessees in all matters of accounts, collection of dues, statutory compliances etc. As soon as the Secretary and/or Treasurer of the MC is elected, this dual signing mandate may be reviewed by the MC.

6.4 The PROMOTER shall , to the best of their ability and subject to the availability of suitable candidates, recruit persons for the posts of the EM and CA and engage the necessary service providers. These are intended to be temporary appointments that shall be reviewed by the MC as soon as it is elected. The MC shall be at liberty to evaluate the performance of each appointment/ service provider and accordingly, either continue with or terminate the appointment and effect necessary replacements as they deem fit.

6.5 Each of the ALLOTTEE/member agrees to and shall actively co-operate with and assist the EM, CA and MC in their duties and the accomplishment of the

objectives of the Association and its day-to-day management. The PROMOTER shall furnish to the EM and CA the names and contact details of all the ALLOTTEE of apartments in the Development. Members shall communicate regularly with each other and with the EM, CA and MC by email, phone or post in all matters relating to the Association, including but not limited to the management, security, rentals, rules and regulations, vehicle and visitor access, collection of dues, accounts keeping, etc. The PROMOTERs shall not be responsible for the same or be required to communicate with the members and the Association about these matters. The PROMOTERs shall communicate with the MC in matters pertaining to the PROMOTERs' rights and obligations under the agreements/deeds executed with each member and under this M.O.U.

6.6 M.O.U.: In order to achieve the aforesaid objectives , each of the owners of apartments in the Development shall compulsorily become a member of the Association and shall sign an Association Agreement or Memorandum of Understanding containing Rules and Regulations or other such document evidencing the formation of the Association, both hereinafter referred to as ("M.O.U.") in order to achieve the aforesaid objectives. The term "M.O.U." shall also include, as applicable, all agreements and documents that are required to be executed in future, either jointly or severally, by the members of the Association or their agents/representatives and if necessary registered before the competent authorities. Accordingly, the M.O.U. shall contain and incorporate, inter alia, the relevant and applicable terms and conditions herein, and shall contain detailed provisions regarding the Association's rules and regulations, membership, meetings, elections, decision-making, estate and financial management, etc. The ALLOTTEE shall, as and when required, sign and execute applications, papers and documents including changes or modifications in the M.O.U. and shall do all such acts, deeds, matters and things as may be necessary or required to be done in order to meet the aforesaid objectives of the Association. If required and subject to the rights of the PROMOTERs under this Agreement and the other provisions herein the owners and lessees shall, at a special General Body Meeting convened by the Managing Committee and by majority vote (of at least 75 percent of the general body), add, delete or amend, the rules and regulations in the jointly executed document.

6.7 BANK ACCOUNT:A separate bank account shall be opened in the name of the Association, into which shall be credited all sums collected from all the owners /

lessees of the apartments in the Development as their proportionate share of expenses. The EM and CA shall jointly operate the account till the date of the hand-over of the financial documents to the Secretary/MC. The Association shall utilize these amounts strictly for the purpose for which they have been tendered and shall pay for all expenses of management, maintenance, salaries, security, insurance, etc. from the funds lying in this account. Accounts shall be maintained in respect of these funds and annual financial statements shall be made available to all members of the Association.

6.8 ASSOCIATION RULES: The M.O.U. shall contain rules and regulations including but not limited to the following :

6.8.1 The ALLOTTEE shall not utilize the Apartment or any part thereof for commercial or trade purpose of any kind and the Apartment shall be utilized purely for residential purposes. No owner/lessee of an apartment shall cause any nuisance, noise and annoyance or disturb the peace, quiet and enjoyment of the Development by the owners and lessees/occupiers of the other apartments.

6.8.2 The common, open or uncovered parking-spaces, if any, for cars and two-wheelers within and outside the Development are not intended to be physically allocated to specific or individual apartments and shall be used only for parking of vehicles. Service/utility/delivery vehicles or vehicles other than those of owners and lessees may not be brought into the Development.

6.8.3 Any pets that are likely to cause noise, nuisance or danger to the other residents in the Development shall not be kept in or brought into the Apartment or Development.

6.8.4 The PROMOTER shall not be responsible or liable in any manner whatsoever to the ALLOTTEE or to any of the other owners /lessees/members/other person(s)/authorities for the observance of or violations/infringements of the rules and regulations by the ALLOTTEE or by the Association or the other owners/lessees or by their tenants agents, guests, rental guests using, residing in or occupying the Apartment or in the Development, whether these rules and regulations are contained in the M.O.U. of the Association or otherwise.

6.9 EXPENSES : The ALLOTTEE shall bear a pro-rata share of expenses in respect of the Development and is aware that :

6.9.1 such expenses include but are not limited to house tax or other taxes levied by the concerned local and/or Government authorities, water charges for common areas, insurance, common electricity; repairs of common areas/structures/amenities; salaries of estate manager and staff and security guards if any; gardening, driveways and all other expenses necessary and incidental to the maintenance and management of the Development and its infrastructure and Amenities.

6.9.2 She shall be solely responsible for the payment of the individual electricity, telephone, cable TV, piped gas, household contents insurance and other charges/pertaining to the Apartment, whether the bills/demand notices for the same are received/collected by/issued to/served on the ALLOTTEE or not. The ALLOTTEE may lodge a deposit/advance/direct debit facility with the concerned utility/service provider so that such charges are defrayed, even in the ALLOTTEE's absence, to avoid disconnection or disruption in supply/ service.

6.9.3 She shall bear , in proportion to the area of the Apartment , all expenses of :

- i) periodic maintenance of the common areas and exteriors of the Building including painting, whitewashing, re-tiling, re-roofing, waterproofing, cleaning, etc.,
- ii) maintenance and replacement of piped gas, cable TV, telephone or other common equipment/infrastructure/services such as pumps and other equipment, common electrical lines, and fittings whether in the common areas or elsewhere,
- iii) water supply by tankers, garbage management expenses, etc.,
- iv) expenses on security guards, manager and other estate staff/personnel, as well as periodic increases if any, in local taxes, water charges, insurance and other such levies imposed by the concerned local authority and/or government and/or other public authority,
- v) maintenance/annual maintenance cost of elevators, solar water heating systems, soak pit chambers, water tanks, DG set, etc.
- vi) recurring costs of fuel for generator, water-supply augmentation by tankers etc.

- vii) maintenance of lawns, plants, gardens, etc. forming part of the common areas,
- viii) the equitable, pro-rata basis of expense-sharing shall not be changed or altered by the Association at any time in the future. The ALLOTTEE shall not claim exemption/rebate/reduction of any expenses on the grounds of non-use by the ALLOTTEE of these common facilities, utilities, etc. The proportionate share of expenses for each year shall be punctually paid by the ALLOTTEE in advance when called upon to do so and regularly each year thereafter irrespective of whether the ALLOTTEE is in actual, physical use and for residential purpose of the said Apartment or not for any length of time and irrespective of whether the ALLOTTEE receives any payment-notice/reminder or not. The ALLOTTEE shall regularly pay such annual advances towards her proportionate share of expenses without any delay or default.
- ix) prior to taking possession of the Apartment, the ALLOTTEE shall pay the provisional amount specified in Schedule III as an on-account advance towards her proportionate share of expenses for the first 12 months following the date on which the Development is completed. This provisional amount is subject to revision and the ALLOTTEE's exact share shall be determined on the basis of the actual average annual expenses computed at the end of the Association's first full accounting year.
- (x) The PROMOTER shall if required collect from the ALLOTTEE an amount over and above the first years provisional share of expenses payable towards the Association for maintenance and management of the Development. This amount shall be computed from the first years provisional share of expenses and which amount shall in total be for a period of 3 years including the first years provisional share of expenses payable by the ALLOTTEE on taking possession of the Apartment. This amount shall be payable at the time of handover of the apartment to the ALLOTTEE if demanded or made payable by the PROMOTER. This amount will be calculated from the day of intimation of possession by the PROMOTER, irrespective of ALLOTTEE taking possession or execution. This amount will be calculated from the day of intimation of possession by the PROMOTER, irrespective of date when the ALLOTTEE takes possession of the apartment.

6.10 INDEMNITY : The PROMOTER may, if it deems fit and only on a ‘best-effort’ basis, oversee the management of the Development for a limited period, until the EM and CA are appointed on behalf of the Association by the PROMOTER. Thereafter the PROMOTERS’ involvement shall be merely in an advisory capacity and, subject to the provisions herein or at their discretion end on the day of the first General Body Meeting of the Association as specified hereunder. The owners/members and the Association have agreed and understood that the PROMOTERS’ oversight role will be strictly a goodwill gesture and for a temporary duration i.e. till such time as the EM and CA, the Association’s paid retainers who will be responsible for the management, account-keeping and finances commence their respective functions. The PROMOTERS shall not be held responsible or liable for or accountable, in any manner whatsoever, to the members/EM/CA/MC/Association in respect of the functioning and obligations of the Association, including but not limited to:

- the day-to-day maintenance and management of the Development, and the collection of dues from all the members and for disbursements including payment of expenses, taxes, salaries, insurance, etc. to the intent that the Development shall be kept free from all claims, attachments, charges, liens or other legal encumbrances.
- the observance, performance and compliance after the Stipulated possession date of/with all the terms, conditions, stipulations and restrictions, if any, which have been or may be imposed by the Village Panchayat, Town & Country Planning Department, PDA or other authorities while approving the building plans and permissions or thereafter.
- the adherence to and compliance with all the statutes, rules and regulations including those hereunder, by the owners/lessees and their respective tenants, visitors, guests (paying or otherwise), rental customers, rental agents or other individuals/ entities applicable to the member(s), the said apartment(s) or the Development and its amenities or the Association.
- the accounts-keeping, the financial transactions, arrears or outstandings in the accounts whether due to non-payment of charges, contributions and payments due from members or otherwise.
- the late payments or non-payment or defaults of statutory and other dues, penalties, impositions relating to withholding taxes/TDS, salaries and employee/ labour benefits etc.

- the performance or quality thereof of the EM, CA, security guards or other service providers engaged on behalf of the Association.
- the PROMOTER shall not be responsible or liable for the security or safekeeping of the Building, the Apartment or the Development, or any person/s/contents/possessions therein.
- The PROMOTER shall not be responsible or liable in any manner whatsoever to the members/Association/MC or to any of the other owners/lessees/members/other person(s)/authorities in respect of the above or the observance of or violations/infringements of the rules and regulations by the owners/lessees or by their agents, guests, rental guests using, residing in or occupying any of the apartments in the Development, whether the rules and regulations are contained in the M.O.U. or not.
- The ALLOTTEE hereby indemnifies the PROMOTER in respect of the above and shall : (i) do all such acts, deeds, and things as they may be reasonably required to do to ensure that all the aforesaid obligations, compliances and responsibilities of the Association, the MC, the EM and the CA as the case may be are undertaken and performed, by all respectively and (ii) even if they are not an office bearer or on the MC, play an active role and communicate regularly with all other members so as to enable the abovementioned compliances and observances by the members, the Association, the MC, the EM and the CA.

ARTICLE 7

SALE DEED

7.1. CONVEYANCE DEED: After handing over possession, the PROMOTER shall convey, in favour of the ALLOTTEE at the ALLOTTEE convenience, the Apartment along with the Undivided Rights on the following conditions:

7.1.1 The ALLOTTEE' Undivided Rights shall be purely notional and the ALLOTTEE on account of the said Undivided Right shall lay no claims or demands in respect of any part or portion of the said Property nor shall the ALLOTTEE be entitled to claim partition or division of her undivided right in the said Property, it being agreed and declared by the ALLOTTEE that her share, right, title and interest in the said Property is and shall always remain notional, impartible, impartitionable and undivided.

7.1.2 The ALLOTTEE solemnly declares, confirms and agrees that, subject to the conditions in the preceding clause, the Owners are free to construct/develop or otherwise deal with the Remaining Portion of the Entire Property without any reference to or recourse to and without having to obtain from the ALLOTTEE or her successors-in-title and all future transferees, any additional or further concurrence / consent / permission / authorization / no-objection certificate or any renewal/ revalidation thereof. The access to the Remaining Portion of the Entire Property shall be derived from and pass through the Developmental Property or Mapxencar Green View.

7.1.3 Each ALLOTTEE's share of the Undivided Rights to the land comprising the said Property shall be quantified in proportion to the area of her Apartment.

7.1.4 The Deed of Conveyance by which the said Apartment along with Undivided Rights and the right to use the Amenities shall be conveyed to the ALLOTTEE is herein called "**THE SALE DEED**". The PROMOTER, in his capacity as the constituted attorney of the Owners under the Irrevocable Power of Attorney shall execute the Sale Deed on behalf of the Owners in respect of the conveyance of the Undivided Rights and no additional concurrence or signatures of the Owners thereon shall be required to be obtained for the conveyance.

7.1.5 Each of the ALLOTTEE and lessees of apartments in the Building to be constructed on the said Property shall also have rights to the use and enjoyment of the Development.

7.1.6 The Undivided Rights shall be restricted and confined to the said Property and shall be quantified, pro-rata, as a share of the area of the said Property in the ratio of the super built up area of the Apartment to the total super built-up area of the Building.

7.2 The Undivided Rights shall be notional, in that the ALLOTTEE on account of the Undivided Rights shall lay no claims or demands in respect of any specific part or any portion of the said Property. The open/common/public spaces and areas including passages, pathways in the said development shall be for the common use and enjoyment of all occupants of the development, and the ALLOTTEE shall have no claims for exclusive use or exclusive enjoyment of any part or portion of such open/common/public spaces and areas irrespective of the specific location or site of the Apartment within the Development.

7.3 The consideration specified in Schedule III hereunder and the price of the Apartment is a lumpsum amount and aggregate price payable to the PROMOTER without any separate/ individual allocation or breakup towards the

Apartment, Car parking space , the Undivided Rights , and use of Amenities in the Development.

7.4 STAMP DUTY, FEES, LEGAL CHARGES: The Sale Deed, M.O.U. and other documents shall be prepared and drafted by the PROMOTERS' solicitors. The ALLOTTEE alone shall bear all costs, legal charges of the PROMOTERS' Solicitors for drafting, execution and registration of this Agreement, the expenses of Stamp duty, Registration fees and other statutory impositions in connection with the execution of the Sale Deed and all other documents executed or required to be executed in respect of the said apartment and shall also alone bear and pay the VAT , Service Tax , TDS , GST, etc applicable to the transaction herein. The ALLOTTEE shall also bear the legal charges of the PROMOTERS' solicitors for the drafting, execution and registration of this Agreement, the Sale Deed, M.O.U and the other documents pertaining to the Apartment and the transaction herein.

7.5 THIRD PARTY TRANSFER : Upon receiving possession of the Apartment and prior to execution of the Sale Deed the ALLOTTEE shall, subject to the other terms and conditions herein, have the right to let, sublet, sell, gift, assign, convey, transfer, mortgage the Apartment to any person/s of their choice or deal with or dispose of or part with in any manner whatsoever, or assign, underlet or part with as aforesaid their interest under the benefit of this Agreement but only if and only after all the amounts and dues payable to the PROMOTERS under this Agreement, are fully paid up, and only if and only after the ALLOTTEE has given the PROMOTER prior written notice of the same and is not in any default/s or breach/es of any of the terms, conditions and covenants of this Agreement.

7.6. BINDING OF THIRD PARTIES: In the interest of all the ALLOTTEE/lessees of apartments in the Development and to better ensure the harmonious and co-operative enjoyment of the Development by all the residents therein, the ALLOTTEE agrees to make all the terms, conditions and covenants of this Agreement, the M.O.U. and the Sale Deed applicable to and binding on the person/s into whosever's hands the Apartment may come. If and when, subject to the terms and conditions herein, the ALLOTTEE intends to transfer the Apartment or give it out on rent, lease, leave and license, etc. all the terms, conditions and covenants of this Agreement, the M.O.U. and the Sale Deed shall compulsorily be incorporated in and constitute an integral part of all documents, deed/s or instrument/s agreeing to effect or actually effecting the transfer or renting, letting or leave and license, etc. so as to ensure that these covenants, conditions, rules and

regulations are made applicable to and binding on all future transferees, successors-in-title and all persons into whosoever's hands, occupation and use the Apartment may come.

ARTICLE 8

RENTALS & LETTINGS

8.1. CO-OPERATION : Subject to the other conditions herein and the Rules and Regulations the Association shall have no-objection to the ALLOTTEE under taking rental/letting of the Apartment to any person of the ALLOTTEE choice provided that:

8.1.1 the ALLOTTEE and/or her agent(s) undertake the same in conformity and compliance with the Rules and Regulations in the M.O.U, those framed or amended by the Association from time to time, as well as the bye-laws, rules, regulations of the concerned authorities.

8.1.2 owners, lessees, tenants, residents, guests, visitors and other outsiders do not cause any nuisance, noise and annoyance in or jeopardize the security of or disturb the peace and quiet of the Development or the other owners/lessees/occupiers. The Association shall frame such rules and regulations or amend them from time to time as appropriate, only to subserve the aforesaid purposes but not so as to effect any blanket prohibition of any rental or lettings intended to be undertaken by the owners/lessees at any time in the future. The ALLOTTEE shall ensure that any renting/letting of apartments in and access to the Development by their guests/visitors/renters is properly regulated in the aforesaid manner.

8.1.3 The ALLOTTEE shall have no objection if the majority of the owners of the apartments in the Development decide to undertake holiday rental/letting of their apartments on a collective basis, provided such activity is undertaken in conformity and compliance with the Rules and Regulations framed by the Association from time to time in this regard for the purpose of ensuring that lessees, owners, residents, guests and other visitors outsiders do not cause any nuisance, noise and annoyance in or jeopardise the security of the said Development or the other owners/lessees/guests. The Association shall frame such rules and regulations, as appropriate, only to subserve the aforesaid purposes but not so as to effect any blanket prohibition of any collective holiday rental or lettings intended to be undertaken in the Development at any time in the future. The ALLOTTEE shall co-operate with the other owners and with the Association to ensure that any renting/letting of apartments in and access to the PROMOTER is properly regulated in the aforesaid

manner. The ALLOTTEE shall comply with all the regulations of the concerned authorities in respect of any holiday renting/letting of the Apartment.

8.2. REGULATIONS/COMPLIANCES : The ALLOTTEE shall personally comply with all the regulations of the concerned authorities in respect of any renting/letting of the Apartment including compliance with Registration of Tenants and Foreigners Rules, Luxury Tax Act, and other applicable laws. In the case of each rental/letting of the Apartment, the ALLOTTEE shall lodge a copy of the Form ‘C’ and/or Information on Tenants and other necessary documents with the Police and other concerned authorities with a copy to the Association. The ALLOTTEE agrees that the Association shall frame appropriate rules in order to control and regulate rental activity and access to the Development by tenants, paying guests, visitors and other outsiders in order to maintain security and subserve the other purposes as aforesaid. The rights of the ALLOTTEE to rent or let the Apartment shall be subservient to the Rules and Regulations and rights of the PROMOTER under the M.O.U. and the Association and the ALLOTTEE of other apartments in the Development.

8.3. RESPONSIBILITY : Even if any rental/letting of the Apartment is undertaken by the ALLOTTEE through a rental management/letting agency/third-party, the ALLOTTEE shall be ultimately and personally responsible for compliance with the rules and regulations of the Association , this Agreement , the M.O.U. and the Sale Deed and the rules of the concerned authorities.

ARTICLE 9

ALLOTTEE’ OTHER RIGHTS & OBLIGATIONS

9.1. COMMON BENEFIT: The ALLOTTEE shall observe and perform all the Rules and Regulations of the M.O.U./Association and all additions, alterations or amendments thereof that may be made from time to time, for the protection and maintenance of the Development and for the observance and performance of the rules and bye-laws of the local authority and other public authorities. The ALLOTTEE shall also observe and perform all the covenants and conditions laid down, for the common benefit of all the owners/lessees, by the Association regarding the occupation and use and transfer of the Apartment and shall pay and contribute

regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement and the M.O.U. and to the Association.

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

9.2.1 The ALLOTTEE shall from the date of intimation of possession of the Apartment, at her own cost, maintain it in good, habitable repair and condition so as to support shelter and protect the other parts of the Building in which the Apartment is situated, and shall also carry out the necessary and adequate preventive maintenance of the interiors and shall not do or suffer to be done anything in or to the Apartment or Building housing the Apartment and the Development that may be against or contrary to the M.O.U. or to the bye-laws of the Association or the local/planning authority or any other authority. The ALLOTTEE shall also maintain the landings and portion(s) of the building leading to and from the elevators and ensure that the same are not damaged in any way.

9.2.2 Unless the prior written permission of the Association is obtained, the ALLOTTEE shall not make any changes/additions/alterations to the elevation, outside colour and paint scheme and exterior windows, doors, etc. of the Apartment or the Building housing the Apartment.

9.2.3 Unless the prior written permission of the Association and/or concerned local authorities is obtained and a copy of the same is lodged with the Association, the ALLOTTEE shall not:

- construct or install additional walls, windows, doors, balconies, external staircases, entrances, exits, etc., or excavate the flooring, or otherwise alter the internal lay-out of the Apartment or the external faces or roof of the Building in any manner whatsoever,
- construct or install lofts, or otherwise increase the area of the Apartment in any manner.
- enclose the verandah, front porch, open terrace, either by glazing, shuttering, walling or grill-work.
- change, alter, increase or install additional flooring or floor/wall tiling, electrical points/kitchen and bathroom plumbing/or sanitation/drainage

outlets provided and shall not chisel, demolish or in any other manner cause damage to the roof, columns, beams, walls, flooring, tiling, ceiling, slabs, RCC or other structural members, or make any internal structural alterations or subdivisions of the Apartment, or make constructions of a permanent nature or create additional internal or external walls, doors or openings in the Apartment.

- the ALLOTTEE shall maintain all electrical, plumbing, cooking gas and other fittings, cables, pipes and conduits in good and safe condition and state of repair at all times.
- The ALLOTTEE shall be responsible to the concerned local and planning authorities and to the Association for any violation or breach of any of the aforesaid provisions. In the event of any complaint being made by the Association and/or the owners of the other homes in the Development in respect of any violation or breach of the aforesaid provisions, the ALLOTTEE agrees to allow the Association or their nominees/agents access, if required, to the Apartment at a pre-appointed time for the purpose of investigation of the complaint.

9.3. CHANGES AND ADDITIONS: The ALLOTTEE shall not construct, erect or place any hedge, grill, barricade, fencing or wall or any structure, obstacle, enclosure, lean-to, awning, roofing, canopy, advertising or other signage at/over/around in front of any doorways, entrances, windows, external walls etc. of the Apartment or car-port or above/over/around any part or portion of the said Apartment open terraces, stilt portions, driveways, pathways, parking spaces or gardens and common areas of the Development. The ALLOTTEE shall not construct any structure, shelter, well, pond or make any construction or excavation whatsoever in the garden area, nor fence or otherwise enclose the same with any barrier, whether of stone/cement/wood/metal, other than that originally provided and / or approved of by the PROMOTER.

9.4 COMPLIANCES: the ALLOTTEE shall be bound by and comply with and be subject to the rules and regulations under the Foreign Exchange Management Act, 1999 (FEMA), if, where and insofar as the Act is applicable to the ALLOTTEE and/or the Apartment. The ALLOTTEE alone shall be responsible for ensuring that any/all transfer/s, letting/s, rental, transactions in respect of the Apartment shall be

in compliance and conformity with the rules and regulations under FEMA and other applicable central and state laws.

9.5 DOCUMENTATION: If and when required or applicable, the ALLOTTEE shall also compulsorily furnish to the PROMOTERs and or Association details or certified copies of necessary documentation including but not limited to voter ID or ration card, passport, PAN (Income Tax Permanent Account Number) card, PIO (Person of Indian Origin) card, OCI (Overseas Citizen of India), in respect of payment/s made by the ALLOTTEE of any amount/s payable as per and under this Agreement , the M.O.U. and the Sale Deed.

9.6 NEW IMPOSITIONS: In the event that any de-novo amount/s, impositions, premiums, charges, fees, security deposits, betterment charges, development charges, etc. are levied by the local or state or central government authorities or any other tax or amount of a similar nature become/s payable by the PROMOTERs or the Association in respect of the Apartment, the Development, or the arrangement created herein, the ALLOTTEE shall bear proportionate share of the same. It is agreed that the premiums, fees, taxes, deposits and charges referred to hereinabove shall mean and include only extraordinary or de-novo payment/s or impositions levied or demanded in respect of the Apartment and/or the said Development and/or its infrastructure.

ARTICLE 10

PROMOTERS' OTHER RIGHTS & OBLIGATIONS

10.1. SAFETY OF ADVANCES : Subject to the terms and conditions herein, all monies advanced by the ALLOTTEE shall, at all times be kept free, saved, protected, defended and harmless by the PROMOTERs from all third-party claims, attachments, liabilities, liens or demands by/from creditors, receivers, claimants or other entity/ies claiming through or against the PROMOTERs.

10.2. ENFORCEMENT: The rights of the ALLOTTEE, the Association and all its members shall be subject to the PROMOTERs' rights under this Agreement, the Sale Deed, the M.O.U. and other documents, and subject to the PROMOTERs' rights in respect of the said property and the Development. Any delay or indulgence by the PROMOTERs in enforcing the terms of this Agreement or any forbearance or

giving of time to the ALLOTTEE, shall not be treated as a waiver on the part of the PROMOTERS of any of the terms and conditions of this Agreement, nor shall it in any manner prejudice the rights of the PROMOTERS. The provisions, terms and conditions of this Agreement shall survive the execution and registration (if any) of the Sale Deed and the M.O.U.

10.3. CONSTRUCTION SEQUENCE : The ALLOTTEE acknowledges, informs and agrees as follows:

10.3.1 That subject to the other provisions herein and provided that the Stipulated possession and completion dates specified herein are adhered to, the PROMOTERS shall be at liberty to commence, proceed with or sequence the construction of the Building and the Apartment as per time-tables and schedules that could depend on and be dictated by engineering/ technical requirements and exigencies at the site of the Development.

- That the ALLOTTEE shall not raise any objection to the sale/ lease/ rent of other apartments in the Development to person(s) of the PROMOTERS choice.
- That the construction of certain components of the Amenities and areas/ portions/ work(s) in the Development could be completed after the Stipulated possession date of the Apartment.

10.4 ASSIGNMENT: The PROMOTER shall be free to sell, assign, transfer or otherwise deal with their right and interest in the Development provided it does not in any way affect or prejudice the interest of the ALLOTTEE and provided the Apartment, the Amenities , the common areas and the private, residential character and ambience of the Development are not affected adversely.

10.5 RECEIPTS AND PAYMENTS BY THE PROMOTER: Any payments remitted by the ALLOTTEE to the PROMOTERS bank account in currencies other than Indian Rupees will be treated as having been made in Indian Rupees as per the prevailing exchange conversion rate applied by the PROMOTERS' bankers. All payments by the PROMOTERS to the ALLOTTEE of any amounts under this Agreement including refunds if any, shall be made in Indian Rupees by DD or at-par cheques drawn on the PROMOTERS bank account.

10.6 PERMANENT RIGHTS OF THE PROMOTER: The following provisions of this clause shall remain applicable and survive even after completion of the

Development and election of the Management Committee (MC) of the Association and shall not be changed/amended/deleted from the jointly executed M.O.U. or any other Association document, or overruled, countermanded or rescinded at any time in the future by the Association or the MC, even at/by a specially convened GBM.

10.6.1 The PROMOTERs shall always have the right to permanently install/display a plaque or signage of an approximate size of 1 sq. mt., at the entrance and compound wall of the Development publicizing/ promoting the name of the Development and the PROMOTER. The PROMOTER shall have the right to display two other signboards of the same size and with the same inscription on the outside wall(s) of the Development. The Association, the MC or any of the members shall not remove or subscribe to the removal of these signboards at any time in the future.

10.6.2 The PROMOTER and its authorized representatives shall always have the right to enter the Development at any reasonable time even without prior arrangement for the purpose of viewing of the Development even after the formation of the Association or the sale of all the apartments therein.

10.7 CURRENT AND FUTURE DEVELOPMENT :

10.7.1. The ALLOTTEE is aware that the PROMOTER shall have a right to put the name of the Development co-branded with the PROMOTERs Logo / name at any place within the said property as the PROMOTER so desires as well as on the building constructed in the said property.

10.7.2 The Owners and the ALLOTTEE/users/occupiers of the units constructed shall always have right of way and permanent access of 6 mts width to the public road.

10.7.3 In the event if the FAR increases the benefits of the same shall be accrued in favour of the PROMOTER and the ALLOTTEE shall not claim any rights in respect of the same.

10.7.4 The Terrace and Common areas will be exclusive right of the PROMOTER and the PROMOTER at its free will can assign its right to any Third Party.

ARTICLE 11

INSURANCE & SAFETY

11.1. **BUILDING INSURANCE :** The ALLOTTEE shall not store/use in the Apartment any goods, objects or substances that are of a hazardous, combustible, contraband or dangerous nature, or that may damage the construction or structure of the Building or the storage/use of which is likely to be objected to by the concerned

local or other authorities and shall not carry/lift heavy articles and objects to the upper floor/s of the Building which are likely to damage the staircase, common passages, elevation or any other part of the Building. Upon completion of construction, the Building structure and all other structures in the Development shall be adequately and comprehensively insured in the name of the Association against all risks and eventualities including third-party liability.

11.2. CONTENTS INSURANCE: The ALLOTTEE alone shall be responsible for adequate and comprehensive insurance of the contents of the Apartment including all their furniture, fittings and personal effects, such contents-insurance commencing simultaneous with receipt of possession of the Apartment by the ALLOTTEE. The ALLOTTEE shall not do or permit to be done any act, deed or thing which may render void or voidable any insurance of the Apartment or Building or Development, or cause any increased premium to be payable in respect thereof.

11.3. INDEMNITY: The ALLOTTEE indemnifies and keeps the PROMOTERS forever indemnified at all times against any expenditure, loss or expense arising from any claim, demand, liability, suit or legal proceedings on account of or occasioned by any accident or injury to the ALLOTTEE or his/ her/their representative/s or any person/s visiting the ALLOTTEE or their family, guests or visitors or staff, or all persons claiming through or under the ALLOTTEE, before or after taking possession of the Apartment and during the occupation, use and enjoyment of the estate, the common areas and the gardens.

11.4 NO LIABILITY: Neither the PROMOTER nor the Association shall be liable to the ALLOTTEE or any person whomsoever whether claiming through or under, the ALLOTTEE or otherwise :

11.5.1 for or in respect of any loss or damage to any person/s or property caused by, or through, or in any way owing to a failure, malfunction, explosion or suspension of the electricity, telephone, cooking-gas piping or water supply to the Development or the Apartment or any part thereof or caused by earthquake, lighting, fire, insects, pets, vermin, flood, rain, water, theft, burglary, pilferage, riots, vandalism, terrorist attack, arson, strikes, force majeure, national emergencies, acts of Nature, war, etc. or for any other causes/reasons whatsoever.

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

11.5.3 for the security or safekeeping or insurance of the Development, or the Apartment or of any person/s or of the contents and possessions therein.

ARTICLE 12

MISCELLANEOUS PROVISIONS

12.1. NO ORAL VARIATION: All contractual commitments in respect of and including configurations, designs, features, specifications, extra items, time-bound payments, plans, drawings, sizes, etc. of the Apartment and the Development and all the terms and conditions relating thereto shall necessarily be in writing and countersigned by both parties to be valid and binding and neither party shall plead any oral variation thereof. The PROMOTER and the ALLOTTEE/s agree that changes, modifications, waivers, amendments, addenda if any, of / to the terms, conditions, clauses herein and all agreement/s between the ALLOTTEE/s and the PROMOTERS shall be in writing and countersigned by both parties to be valid and binding and neither party shall plead any oral variation thereof.

12.2. ENTIRE AGREEMENT: The details as specified in this Agreement and any other writing/s duly countersigned shall constitute the entire agreement and contractual commitment between the ALLOTTEE and PROMOTER in relation to specifications, designs, dimensions, features, timelines, amenities and facilities of the Apartment and the Development. All promotional material including but not limited to brochures, flyers, website data, or other marketing communication/s exchanged between the parties in respect of the Apartment prior to the execution hereof shall not form part of this Agreement.

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

12.4. SETTLEMENT OF DISPUTES : Any dispute/s arising between the parties to this Agreement whether in relation to the interpretation of its clauses and conditions, or to the performance of these presents or concerning any act or omission of either party to the dispute/s, or to any act which ought to be done by the parties in dispute, or in relation to any matter whatsoever concerning this Agreement shall be referred to a sole arbitrator who shall be a permanent resident of Goa, appointed by mutual consent of both the parties, and such arbitration shall be conducted in Panjim, Goa in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended upto date. The arbitrator must have no social, business or professional relationship with any party hereto. All the costs towards the arbitration proceedings shall be borne by the party initiating the arbitration proceedings.

12.5. SEVERABILITY AND JURISDICTION: If at any time, any provision of this Agreement is declared invalid or unenforceable under the applicable law/s or under directions or orders of any judicial or other competent authority, the validity or enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby and this Agreement shall continue in full force and effect as if it had been executed without the invalid or unenforceable provision. The PROMOTER and the ALLOTTEE also agree that all disputes if any, arising under or concerning this Agreement shall come under the sole, exclusive legal jurisdiction of the Courts in Goa only.

12.6 MULTIPLE ALLOTTEE/S: In the event of there being two or more persons collectively named herein as ‘ALLOTTEE/s’, they hereby agree that all references to ‘ALLOTTEE’ in this agreement shall mean each and all of them and all of the obligations and liabilities of the persons collectively named as ALLOTTEE/s herein are joint and several and the PROMOTER shall not be obligated to determine each of the constituent ALLOTTEE/s obligations but may pursue each of them severally. Any one person named herein as ALLOTTEE who signs the Possession Certificate or other such documents shall be deemed as the representative and authorized signatory of all the other persons named as ALLOTTEE/s.

12.7. THIRD PARTIES: This Agreement will be binding upon and ensure to the benefit of the PROMOTER, their administrators, successors and permitted assignees

and will be binding upon and ensure to the benefit of the ALLOTTEE/s, their legal heirs, executors, administrators successors, transferees and permitted assignees.

12.7.1 This Agreement is for the sole benefit of the parties hereto. Neither party's obligations are for the benefit of any third party, and no third party acquires any enforceable rights with respect to this Agreement. Any rights, liens or claims of the banks, financial institutions or other entities/person(s) that are permitted by the PROMOTERS to extend home-loans/ finance to the ALLOTTEE, shall be subordinate and subject to the PROMOTERS' lien over and rights and claims in respect of the Apartment.

12.7.2 In the event of a default by the ALLOTTEE on any home-loan/ finance permitted as above, the PROMOTER reserves the right to terminate the Agreement and, as provided for herein, refund all monies that the ALLOTTEE has advanced to the PROMOTERS.

12.8 **GRANT**; Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of any right, title or interest in the Apartment or the said Property or any part or portion thereof, or of the Building thereon or any part thereof. Right, title and interest will be obtained only on execution and registration of the Sale Deed.

12.9 **JOINT AND SEVERAL LIABILITY**: If more than one person is signing this Agreement as ALLOTTEE, their liability is joint and several. This Agreement will be binding upon and endure to the benefit of the PROMOTERS, their administrators, successors and permitted assigns and will be binding upon and endure to the benefit of the ALLOTTEE, their legal heirs, executors, successors, transferees and permitted assigns.

12.10. **CHEQUES RETURNED UNPAID**: It is specifically agreed and understood that the ALLOTTEE shall make arrangements for sufficient funds to honour all cheques issued towards payment by the ALLOTTEE to the PROMOTERS of all amounts under this Agreement and in the event of the cheque being returned unpaid, the ALLOTTEE is estopped from taking a defense that the same was not issued in discharge of a legally recoverable liability or that no liability existed as on the date when the cheque was presented for collection by the PROMOTERS.

12.11 The ALLOTTEE is aware that the stamp paper will be bought in the ALLOTTEE's name, is non-transferable and that Stamp-Duty and other statutory payments/impositions are not refundable by the concerned authority(ies).

12.12. **NOTICES:** Any communication, notice under this Agreement shall be in writing and sent to the addresses of the parties specified below. Any change of address by any party shall be intimated to the other in advance. Where necessary, all email correspondence shall be backed up by a hard copy of the communication that shall be sent by post to the other party.

12.13 The parties hereto hereby declare that the property in transaction does not belong to Schedule Caste/Schedule Tribe pursuant to the Notification No. RD/LAND/LRC/318/77 dated 21/08/1978.

a) THE PROMOTERS

Address for communication: Mapxencar PROMOTERs
Office at 647/648,
Near the bridge,
Attafondem, Moira,
Bardez, Goa - 403514

b) THE ALLOTTEE

Address for communication:

13.The Vendor, ALLOTTEE as well as the PROMOTER do not belong to Scheduled Caste/Scheduled Tribes as per notification no. RD/LAND/LRC/318/77 dated 21/08/1978.

14. The physical possession of the said Apartment is not handed over to the ALLOTTEE, it will be handed over at the time of execution of Deed of Sale.

SCHEDULE I

(THE SAID PROPERTY)

All those plots No. 19, 20, 21 and 22 together admeasuring 1280.00 square meters, bearing Survey No. 114/3-K, forming the First Addition of the Property

“MUSICOS” or “MUZGANCHEM BATTA” or “MUSIGABHAD” comprising of seven addition, situated at Ella Village, within the local limits of the Village Panchayat of Se-Old-Goa, Taluka and Sub-District of Ilhas, District of North Goa, in the state of Goa, described under Description No. 1689 of Book B No. 5 of the new series of the Land Registration Office of Ilhas, enrolled in the Taluka Revenue Office under Matriz No. 241 and bounded as under:

On or towards the South : by a strip of land forming part of survey no. 114/3 of Ella Village left out for the widening of the public road leading from Old Goa to Mundur, beyond which lies the said public road,

On or towards the North : by the Plot No. 18 of survey no. 114/3.

On or towards the East : by the boundary of Carambolim village and

On or towards the West : by 8.00 meters Sub-Division road in Survey no. 114/3.

SCHEDULE II

(Description and components of the Apartment)

ALL THAT Apartment comprises of two bedroom apartment numbered Apartment bearing no._____, admeasuring _____ square meters carpet area on the Upper Ground floor of the Building known as “**MAPXENCAR GREEN VIEW**”, together with Car parking space attributable thereto numbered _____-, in the stilt portion of the Building, being constructed on the All those plots No. 19, 20, 21 and 22 together admeasuring 1280.00 square meters, bearing Survey No. 114/3-K, forming the First Addition of the Property “MUSICOS” or “MUZGANCHEM BATTA” or “MUSIGABHAD” comprising of seven addition, situated at Ella Village, within the local limits of the Village Panchayat of Se-Old-Goa, Taluka and Sub-District of Ilhas, District of North Goa, in the state of Goa, more particularly described in the Schedule-I,

(Said flat along with the parking space for better clearness is marked on the plan (Annexure A and B), annexed hereto in the red color boundary lines)

SCHEDULE III

DETAILS OF PAYMENTS TO BE MADE BY THE ALLOTTEE:

1) DOWN PAYMENT			
On Booking	10%		---(A)
2) INSTALLMENTS:			
a) On completion of plinth	15.00%		
b) On completion of upper ground floor slab:	15.00%		
c) On completion of first floor slab:	15.00%		
d) On completion of second floor slab:	10.00%		
e) On completion of third floor slab:	10.00%		
e) On completion of masonry:	5.00%		
f) On completion of plumbing and wiring:	5.00%		
g) On completion of fixing of doors and windows:	5.00%		
h) On completion of tiling:	5.00%		
i) On possession:	5.00%		
Total installment amount:			--(B)
Total amount payable			- (A+B)

Total consideration of the Apartment, Undivided rights and right to use the Amenities is on paying annual maintenance to the association is Rs..

_____ -exclusive of all taxes and charges applicable.

Abovenamed ALLOTTEE have paid to the PROMOTERs booking amount of Rs
/- as under:-

- Cheque No.,
Drawn on Bank of India Rs.

(1)STAMPDUTY , REGISTRATION FEE & LEGAL FEES:

The Stamp Duty and Registration Fees payable on the Sale Deed and legal fees towards this Agreement, the M.O.U. and Sale Deed shall be paid by the ALLOTTEE as and when called upon to do so by the PROMOTER.

Stamp Duty and other transaction costs:

Stamp Duty, Registration and legal fees shall be paid by the ALLOTTEE in two stages as follows :

1) At the stage of execution of this Agreement :

a)Stamp duty @ _____% :
Rs. _____ -

b) **Legal Charges:** payable to the solicitor for the drafting, preparation and registration of this Agreement: Rs.

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

a) Stamp duty @ _____%Rs.

b) b) Registration fees @ ----- % plus Processing Charges: _____ -

c) Legal Charges: Rs. _____ -

All the above charges are as per prevailing Government Policy/ Charges and subject to change

(3) SHARE OF EXPENSES :

The provisionally quantified, proportionate share of expenses for the first 12 months, to be paid by Cheque/DD towards “Mapxencar Green View Home Owners Association” by the ALLOTTEE upon taking possession of the said Apartment is Rs. _____ --- calculated @
Rs. _____ - per sq mts per month. This amount will be calculated from the date of intimation from the PROMOTER to the ALLOTTEE about the stipulated date of possession.

(4)INFRASTRUCTURE TAX:

Infrastructure Tax of Rs. _____--be paid to PROMOTER on or before possession.

(5) GOODS AND SERVICE TAX(GST):

GST to be currently paid at 12% on every instalment paid to the PROMOTER by the ALLOTTEE. It will be subject to change as per further Government intimation. Any delay will consider for penalty.

S C H E D U L E I V

(Standard specifications of the apartment and the amenities)

THE APARTMENT, THE BUILDING AND INFRASTRUCTURE:

- **STRUCTURE:** Reinforced cement concrete (RCC) frame with RCC beams, columns, slabs. Masonry with laterite stone/clay blocks/bricks/fly ash bricks (either solid or hollow). Internal partition walls of 3’’ to 6’’ thickness, and external walls of 5’’ to 8’’ thickness.
- **SURFACES:** Internal walls with a gypsum-based plaster, painted with acrylic emulsion paint external walls with a double coat of sand-faced cement plaster painted with exterior paint.
- **DOORS & WINDOWS:** Casement/sliding type shutter and frames aluminium with powder coating. Glass in all windows balcony shutters. Main door of timber and all internal doors will be flush doors. All doors/windows are self-finished/oil-painted. The doors and windows do not have grills.
- **IRONMONGERY:** All doors and windows with brass/stainless steel hinges and fitting. Night latch and aldrop on the main door. Door locks on all bedroom doors and tubular locks on all bathroom doors.
- **FLOORING:** Flooring in vitrified tiles of band and finish selected by PROMOTER. Skirting of the same material of 3’’ height. (Beds, cupboards, chairs, tables, and other and other furniture not provided).

- **KITCHEN:** Natural stone worktop with 18’’ to 24’’- high dado tile above the worktop with a back-splash. Built-in power-sockets and plumbing provision for gadgetry (appliances not provided).
- **PIPED-GAS PLUMBING** will be installed. ALLOTTEE will have to apply for a cooking gas connection through piped gas service provided and will be charged according to consumption (not included in association charge)
- **TOILETS, PLUMBING AND SANITATION:** Concealed plumbing with chrome—plates brass fitting and hot-cold water mixer taps E.W.C. commode and wash basin in sanitary ware. Floor tiling, with ceramic wall-tiling from skirting to door height. Brands used will be Jaquar, Cera or equivalent, of brand and finish selected by the PROMOTER.
- **ELECTRICAL INSTALLATIONS:** 3-phase power, concealed FRLS wiring with an adequate number of light points, fan point, switches and sockets in each room (Light fitting and fans not provided). Wiring for inverter provision covering one light point and one fan point in each room. Telephone and television point will be provided in living room.
- **SOLAR WATER HEATING or HEAT PUMP** system will be provided to provide hot water in bathroom with recirculation pumping system. System for natural water heating will be decided by the PROMOTER based on the efficiency of the system and feasibility of usage based on technology best suited.
- **ELECTRIC SUPPLY** from the state electricity department and subject to their supply and the terms and conditions thereof. Diesel Genset (DG) for elevators and common lights are provided. As with all other amenities, diesel is supplied and genset is maintained at associations cost.
- **WATER SUPPLY:** Through G.I/UPVC/CPVC pipes augmented if and when necessary by water tanker to be paid for by the association. Water supply from

the state public works dept., subject to their supply and the terms and condition thereof.

- **ELEVATORS** are fully automatic with infrared sensors and automatic rescue device with DG power back up.
- **CCTV** will be provided with 4 camera DVR.
- **AIRCONDITIONING** provision will be with copper piping with thermal insulation from indoor to outdoor unit and AC drainage PVC pipe with thermal insulation from indoor unit to nearest floor trap.
- **UNDERGROUND SUMP** will be provided for water storage.
- **VIDEO DOOR PHONE** will be provided for each apartment.
- **DRAINAGE SYSTEM** for toilet and kitchen waste will be through network of SWR PVC piping connected to septic tank and soak pit.

THE AMENTIES

- **LAWS & GARDENS:** Landscaped gardens with lawns, plants and flower beds. Paved driveways and garden pathways with garden lights.

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

SIGNED AND DELIVERED BY
WITHINNAMED OWNERS
Mrs. SUNITI. D . MAPXENCAR
alias Mrs. SUNITI D. MHAPSEKAR,
for self and attorney of
Mr. DEVDATTA MAPXENCAR alias
DEVDATTA MHAPSEKAR,

LEFT HAND FINGER TIPS IMPRESSIONS				
RIGHT HAND FINGER TIPS IMPRESSIONS				

SIGNED AND DELIVERED BY
WITHINNAMED ALLOTTEE

LEFT HAND FINGER TIPS IMPRESSIONS				
RIGHT HAND FINGER TIPS IMPRESSIONS				

SIGNED, SEALED AND DELIVERED
BY WITHIN NAMED PROMOTER

M/s. MAPXENCAR PROMOTERS

represented herein by its proprietor

Mr. KEDAR MAPXENCAR,

LEFT HAND FINGER TIPS IMPRESSIONS				
RIGHT HAND FINGER TIPS IMPRESSIONS				

IN THE PRESENCE OF THE WITNESSESS:

1._____

2._____