

**AGREEMENT OF SALE**

This **AGREEMENT FOR SALE** is made at Mapusa, Taluka Bardez and Registration Sub-District of Mapusa, State of Goa, on this .....day of ....., 2018

**BETWEEN**

1).-NAVELCAR INFRATECH, Partnership Firm having its office at 506, Edcon Mindspace, Behind Military Hospital, near Taj Vivanta, Campal Panjim, Goa-403001, holding pan card no. AAJFN0642A, herein represented by its Partners;

1. (i)-**Mr. ANANT NAVELCAR**, son of Yeshwant Navelcar, age 40 years, civil Engineer, holding Pan card No.ACHPN6151E Aadhaar Card No. 252720018185 ,Email Id: yatinnavelcar@yahoo.com, Telephone No. 2461345, Indian National, Residing at 5TH Floor, Block A, Adwalpalkar's Shelters, Caranzalem, Panaji-Goa And ;

(ii)-**Mr. SACHIN NAIK**, son of Anand K. Naik, aged 43 years, Civil Engineer, holding pan card no.ACSPA7891D Aadhaar Card No.492783394329 ,Email Id: navelcarinfratech@yahoo.in, Telephone No. 9552538224,Indian National, residing at A/T-27, Kamat Arcade, St. Inez, Panjim-Goa, hereinafter referred to as the "BUILDER/DEVELOPER" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his successors, legal representatives and assigns) of the FIRST PART.

**AND**

1. **MR.** ....., s/o ....., aged ..... years, married, **Service**, holding Pan Card bearing No. ...., and Aadhaar Card bearing No. ...., **Mob. No.**..... and his wife,

2. **MRS.** ....., d/o Mr..... and w/o. Mr. ...., aged 42 years, **housewife**, holding Pan Card bearing No. ...., and Aadhaar Card bearing No. ...., **Mob. No.....**, both Indian Nationals, residing at ....., hereinafter called the **“PURCHASER/S”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean include his heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART.**

**All Indian Nationals.**

AND WHEREAS there exists all that part and parcel of land admeasuring 3316 sqmts surveyed under no.174/1-A of Village Siolim out of the total area of the property admeasuring 3700 sqmts forming western half of the property identified as ‘TOLLEACHEM BATA’ also known as ‘TARACHI BATTI’ situated at Siolim, within the limits of Village Panchayat of Siolim, Taluka and Registration Sub District of Bardez, District North Goa, in the State of Goa, hereinafter referred to as the **SAID PLOT** and more particularly described in the Schedule I herein below mentioned.

WHEREAS the Western half of the property originally belonged to Datta Pandurang Porobo Moyo and the Eastern Half belonged to Narana Naik Burio as the same stands inscribed in their favour under inscription No.10187 at pages 62 of Book-G-15 in the office of Land Registrar Bardez.

WHEREAS by Deed of Gift dated 25-2-1945 Datta Porobo Moyo alias Datta Porob Moio and his wife Smt. Gopikabai Datta Porobo Moio gifted their share in the said property to Shri. Pandurango Porobo Moio and his

wife Smt. Indirabai Pandurango Moio by reserving life time usufruct in their favour, which deed is drawn at folio 2 onwards of Book-385 in the office of Notary Public Ex-officio Sub-Registrar Ilhas.

WHEREAS on 27-3-1945 the said Datta Porob Moio expired survived by his widow and moiety sharer Smt. Gopikabai and the above named donees Shri. Pandurango Porobo Moio and his wife Smt. Indirabai Pandurango Moio who was declared as his legal heir and the same is confirmed by Deed of Qualification of Heirs and Discharge dated 11-1-1947 drawn at folio 26 reverse of Book-515 in the office of Notary public Ex-officio Sub-Registrar Bardez.

WHEREAS Subsequently the Said Gopikabai also expired and thus the lifetime usufruct stands extinguished.

WHEREAS Shri. Pandurango Porobo Moio and his wife Smt. Indirabai Pandurango Moio thus became the lawful owners in possession of the said Property.

WHEREAS on 16-5-1992 the said Pandurango Porobo Moio expired and subsequently on 13-4-2008 his wife Smt. Indirabai Pandurango Moio also expired and On their demise vide Minutes of the Relinquishment in case no.59/12/A(p) in the court of the Civil Judge SR. Division at Panaji Goa the daughters of Late Pandurango Porobo Moio and his wife late Smt. Indirabai Pandurango Moio namely:- (i)Smt. Calianibai Porob Moio

(ii)-Smt. Vaijayanti Porob Moio (iii)-Smt.Ratana Porob Moio along with their respective spouses relinquished /renounce their rights to the inheritance of their late parents/ parent-in-law in favour of the other co-heirs and also by Deed of relinquishment/ Renunciation of Rights dated 17-8-2011 Shri. Datta Pandurang Porobo Moio and his wife Gopikabai Porobo Moio relinquished/renounce their rights to the inheritance of their late

parents/parent-in-law Pandurango Porobo Moio and his wife Smt. Indirabai Pandurango Moio in favour of the other co-heirs, which deed is drawn at pages 88v to 89v of book 835 in the office of Notary Public Ex-officio Bardez Mapusa Goa.

WHEREAS by Deed of Succession dated 27-12-2012 drawn at 42v onwards of Book-17 in the office of Notary Public Ex-Officio Sub Registrar Pernem Goa. (i)-Shri.Vaman Pandurang Porobo Moyo alias Anil P. Moyo married to Smt. Laxmi Vaman Moyo (ii)- Shri. Roguvir Porobo Moio alias Mohan Pandurang Moio married to Smt. Rukmini R Moyo who expired on 12-2-2010 being survived by her widower and moiety sharer Shri. Roguvir Porobo Moio and her sole and universal legal heir her daughter Smt. Shreya Mohan Moyo and (iii)-Shri. Vinayak Pandurang Moio alias Uday Pandurang Moyo married to Smt. Neema Vinayak Moyo weredeclared as their sole and universal legal heirs of the said late Pandurango Porobo Moio and his wife Smt. Indirabai Pandurango Moio.

WHEREAS (i)-Shri.Vaman Pandurang Porobo Moyo alias Anil P. Moyo and his wife Smt. Laxmi Vaman Moyo (ii) Shri. Raghuvir alias Mohan Moio(ii)(a) Smt. Shreya Mohan Moyo now married to Shri. Ashvek Venkatesh Naik (iii)-Shri.Vinayak Pandurang Moio alias Uday Pandurang Moyo and his wife Smt. Neema Vinayak Moyo became the lawful owners in possession of the said property.

WHEREAS the names of (i)- Shri.Vaman Pandurang Porobo Moyo alias Anil P. Moyo Raghuvir alias Mohan Moio (ii)Roguvir Porobo Moio alias Mohan Pandurang Moio (iii)-Shri.Vinayak Pandurang Moio alias Uday Pandurang Moyo stands recorded in survey records of rights in the Form I and XIV surveyed under no.174/1 admeasuring an area of 3700 sqmts. along with one Smt. Maria Emelia D'Souza.

WHEREAS in the said Property surveyed under no.174/1 there existed a Munkarial dwelling house occupied by Smt. Maria Emelia D'Souza.

Whereas by Order dated 16-6-1994 in Case No.MND/REG/SIOLIM/1/93 passed by the court of Joint Mamlatdar of Bardez, the said Smt. Maria Emelia D'Souza was declared to be the Mundkar of the said dwelling House bearing no.1040(old) and 956/7(new).

WHEREAS by Judgement and Order dated 20-4-1998 in Case No.MND/PUR/U/516(1)/4/96 passed by the court of Joint Mamlatdar of Bardez it is confirmed that the said Smt. Maria Emelia D'Souza has been allotted an area of 384 sqmts along with the dwelling house standing thereon out of the total area of the property admeasuring 3700 sqmts surveyed under no.174/1.

WHEREAS by Order dated 19-3-2004 passed by the court of Joint Mamlatdar of Bardez, it is confirmed that the said Smt. Maria Emelia D'Souza has purchased the area of 384 sqmts along with the dwelling house standing thereon out of the total area of the property admeasuring 3700 sqmts surveyed under no.174/1.

Thus the owners were entitled to the balance area of 3316 sqmts out of the total area of 3700 sqmts.

That the owners(i)-Shri.Vaman Pandurang Porobo Moyo alias Anil P. Moyo Raghuvir alias Mohan Moio (ii) Roguvir Porobo Moio alias Mohan Pandurang Moio (iii)-Shri. Vinayak Pandurang Moio alias Uday Pandurang Moyo hereto have partitioned their area admeasuring 3316 sqmts after deducting the area of 384sqmts allotted to the said Mundcar out of the total area of said property admeasuring 3700 sqmts surveyed under no.174/1 and thus the said portion admeasuring 3316 sqmts is now

surveyed under no.174/1-A of Village Siolim, herein referred to as the SAID PLOT.

Thus the names of the above named co-owners stands recorded in survey records of rights in the Form I and Xiv surveyed under no.174/1-A of village Siolim admeasuring 3316 sqmts under mutation no.53983 .

WHEREAS On 28-7-2011 Land Zoning Certificate was issued by the office of Town and Country Planning Department Mapusa Goa confirming that the said property surveyed under no.174/1 admeasuring 3700 sq.mts.is under settlement Zone.

WHEREAS on 25-11-2015 Sanad under no.RB/CNV/BAR/AC-1/92/2014 was issued by collector Panaji for conversion of the SAID Plot admeasuring 3316 sqmts surveyed under no.174/1-A for residential purpose.

Whereas on 27-12-2016 the owners (i)-Shri.Vaman Pandurang Porobo Moyo alias Anil P. Moyo and his wife Smt. Laxmi Vaman Moyo (ii) Shri. Mohan alias Raghuvir Moyo(ii)(a) Smt.Shreya Naik and her husband Shri. Ashvek Venkatesh Naik (iii)-Shri.Vinayak Pandurang Moio alias Uday Pandurang Moyo and his wife Smt. Neema Vinayak Moyo entered into an Agreement for Development and sale with the BUILDER/DEVELOPER hereto, agreeing to sell the SAID PLOT admeasuring 3316 sqmts Surveyed under no.174/1-A for development purpose, which agreement is registered under no.BRZ-BK1-00016-2017,CD Number BRZD784 on 2-1-2017 in the office of Sub-Registrar Bardez.

WHEREAS by Deed of Rectification dated 03-04-2017 certain errors with respect to the area of the Plot and Certain facts remained to be incorporated in the Agreement for Development and sale dated 27-12-2016,which were

rectified and which deed is registered under no.BRZ-BK1-01255-2017,CD Number BRZD786 on 19-04-2017 in the office of Sub-Registrar Bardez.

Accordingly the Builder/Vendor designed plans of the buildings duly approved by The Town & Country Planning and Development Authority under No. TPB/1246/SIO/TCP-16/2065 dated 14/07/2016. And Village Panchayat Siolim vide construction Licence No. VPSM/2016-17/10/1506 dated 19/08/2016.

**AND WHEREAS** the Architect Mr. Sahish S. Khandeparkar, having No **License NO - AR/0052/2010** has issued a Estimate for construction of a Residential Building in the above Survey No. 174/1-A

**AND WHEREAS** the Sub Registrar of Mapusa- Goa has issued a Nil Encumbrance Certificate for the above Survey No. Survey No. 174/1-A of Village Siolim, Bardez Taluka, under Certificate No. 959 of 2014 - dated 25/04/2014.

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

**AND WHEREAS** by virtue of the above Agreement for Development and Sale Executed, the Builder/Developer has sole and exclusive right to sell the Apartments in the said building/s except the ones allotted to landlord to be constructed by the Builder/Developer on the project land and to enter



into Agreement/s with the PURCHASER/S/ALLOTTEE(s)/s of the Apartments to receive the sale consideration in respect thereof.

**AND WHEREAS** the Vendor/Builder/Developer has since started the execution of construction of the Buildings in the proposed complex named as “**MOYE’S NAVELCAR AVENUE**” comprising 38 apartments to be constructed in the said property.

**AND WHEREAS** the Vendor/Builder/Developer has opened the plans for sale on ownership basis the apartments in the proposed complex named “**MOYE’S NAVELCAR AVENUE**”.

**AND WHEREAS** on demand from the PURCHASER/S, the Builder/Developer has given inspection to the PURCHASER/S of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Vendor/Builder/Developer's Architects Mr. Sahish S. Khandeparkar 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.

**AND WHEREAS** the authenticated copies of Certificate of Title issued by Adv. Smt. Shubhlakshmi Naik 3<sup>rd</sup> Floor, Velho Building, Panaji- Goa dated 24.04.2017, showing the nature of the title of the BUILDER/VENDOR to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto.

**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 BUILDER/VENDOR and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto.

**AND WHEREAS** the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the PURCHASER/S, as sanctioned and approved by the competent authority wherever applicable have been annexed hereto.

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

**AND WHEREAS** while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the BUILDER/VENDOR while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

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

**AND WHEREAS** the PURCHASER/S approached BUILDER/VENDOR to purchase a residential flat and has inspected all the relevant title documents, approved plans and has agreed to purchase one residential flat bearing no. \_\_\_\_\_ on the \_\_\_\_ floor, **admeasuring an area of \_\_\_\_ sq. mtrs.**, in Block ‘ \_\_\_ ’, in the complex named “**MOYE’S NAVELCAR AVENUE**” hereinafter the flat is referred to as “**The Said Flat**” and described in the Schedule – III written hereunder and shown in the plan annexed hereto and the Vendor/Builder/Developer has agreed to construct the same for the PURCHASER/S and the parties have accordingly agreed on the following terms and conditions.

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

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

**AND WHEREAS**, prior to the execution of these presents the PURCHASER/S has paid to the BUILDER/VENDOR a sum of Rs..... (Rupees ..... ) only, being part payment of the sale

consideration of the Apartment agreed to be sold by the Vendor/Builder/Developer to the PURCHASER/S as advance payment or Application Fee (the payment and receipt whereof the Vendor/Builder/Developer both hereby admit and acknowledge) and the PURCHASER/S has agreed to pay to the Vendor/Builder/Developer the balance of the sale consideration in the manner hereinafter appearing.

**AND WHEREAS**, the Vendor/Builder/Developer has/will register the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 and rules framed there under with the Real Estate Regulatory Authority under no. ;

**AND WHEREAS**, under section 13 of the said Act the Vendor/Builder/Developer is required to execute a written Agreement for sale of said Apartment with the PURCHASER/S, being in fact these presents and also to register said Agreement under the Registration Act, 1908 (Central Act 16 of 1908).

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor/Builder/Developer hereby agrees to sell and the PURCHASER/S hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking(if applicable)

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

1. The Vendor/Builder/Developer shall construct the said building/s consisting of ground/ stilt, /first/second on the project land in accordance

with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Vendor/Builder/Developer shall have to obtain prior consent in writing of the PURCHASER/S in respect of variations or modifications which may adversely affect the Apartment of the PURCHASER/S except any alteration or addition required by any Government authorities or due to change in law.

1. a (i) The PURCHASER/S hereby agrees to purchase from the BUILDER/VENDOR and the BUILDER/VENDOR hereby agrees to sell to the PURCHASER/S Apartment No. .... of the type ..... of carpet area admeasuring ..... sq. metres. The apartment shall also have an exclusive carpet area of balcony of ..... sq. metres with an exclusive terrace area ..... sq. metres, if any on ..... floor in the building \_\_\_\_\_/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the consideration of Rs. .... which includes the proportionate incidence of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith.

(ii) Parking allotted to said unit is exclusive / dedicated parking, single parking only.

(iii) The units which have been allotted parking will be sold/allotted with the unit apartment during resale. Also, during resale of the said unit to which the exclusive/dedicated parking is allotted cannot be retained and has to be handed over to the buyer/purchaser along with the said unit.

(iv)The PURCHASER/S hereby agrees to purchase from the BUILDER/VENDOR and the BUILDER/VENDOR hereby agrees to sell to the PURCHASER/S covered parking/ Garage spaces bearing Nos \_\_\_\_\_ situated at \_\_\_\_\_ Basement and/or stilt being constructed in the layout for the consideration of Rs. \_\_\_\_\_/-.

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

1(c) (i) The above said sum of **Rs. -----/- (Rupees -----**  
**-----Only)**includes the cost of the construction of the said unit and also the cost of the customized amenities in the said unit as per the unit holder's requirement. It is clarified that while above said sum does not include the rights to the Terrace. **Exclusive right of terrace is allotted only to the Owners /Unit Holder having apartments on top floor with flat roof.**

1(c)(ii)If the UNIT HOLDERS commits default in payment of any of the installments aforesaid on its respective due dates, as per **schedule no. IV** and/or in observing and performing any of the terms and conditions of this Agreement, the BUILDER/VENDOR/PROMOTER shall, without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of fifteen days. The BUILDER/VENDOR/PROMOTER shall, however, on such termination, refund to the UNIT HOLDERS the amounts, if any, which may have till then been paid by the UNIT HOLDERS to the Builder/Vendor, after forfeiting an amount of Rs. 2,00,000 /- ( Rupees two lacs only) without any further amount by way of interest or otherwise.

- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the BUILDER/VENDOR/PROMOTER by way of Infrastructure tax, GST and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the BUILDER/VENDOR) up to the date of handing over the possession of the Apartment.
- 1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/taxes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The BUILDER/VENDOR/PROMOTER undertakes and agrees that while raising a demand on the PURCHASER/S/ALLOTTEE for increase in development charges, cost, or levies imposed by the competent authorities etc., the BUILDER/VENDOR/PROMOTER shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the PURCHASER/S/ALLOTTEE, which shall only be applicable on subsequent payments.
- 1(f) The BUILDER/VENDOR/PROMOTER may allow, in his sole discretion, a rebate for early payments of equal installments payable by the PURCHASER/S/ALLOTTEE on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rate of rebate

shall not be subject to any revision/withdrawal, once granted to an PURCHASER/S/ALLOTTEE by the BUILDER/VENDOR.

- 1(g) The BUILDER/VENDOR/PROMOTER shall confirm the final carpet area that has been allotted to the PURCHASER/S/ALLOTTEE after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the BUILDER/VENDOR. If there is any reduction in the carpet area within the defined limit then BUILDER/VENDOR/PROMOTER shall refund the excess money paid by PURCHASER/S/ALLOTTEE within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the PURCHASER/S/ALLOTTEE. If there is any increase in the carpet area allotted to PURCHASER/S/ALLOTTEE, the BUILDER/VENDOR/PROMOTER shall demand additional amount from the PURCHASER/S/ALLOTTEE as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(h) The UNIT HOLDERS agrees to pay the Builder/ Vendor Rs.65,000/- as onetime non refundable deposit towards the installation of transformer, electric meter, cable, water meter etc.
- 1(i) The UNIT HOLDERS agrees to pay the Builder/ Vendor Rs.20,000/- as a non refundable amount towards legal charges.



- 1(j) The PURCHASER/S/ALLOTTEE authorizes the BUILDER/VENDOR/PROMOTER to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the BUILDER/VENDOR/PROMOTER may in its sole discretion deem fit and the PURCHASER/S/ALLOTTEE undertakes not to object/demand/direct the BUILDER/VENDOR/PROMOTER to adjust his payments in any manner.

Note: Each of the installments mentioned in the sub clause (ii) and (iii) of Clause 1(c) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.

- 2.1 The BUILDER/VENDOR/PROMOTER hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the PURCHASER/S/ALLOTTEE, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2 Time is essence for the BUILDER/VENDOR/PROMOTER as well as the PURCHASER/S/ALLOTTEE. The BUILDER/VENDOR/PROMOTER shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the PURCHASER/S/ALLOTTEE and the common areas to the association of the PURCHASER/S/ALLOTTEES after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the PURCHASER/S/ALLOTTEES have paid all the consideration and other sums due and payable to the

BUILDER/VENDORS as per the agreement. Similarly, the PURCHASER/S/ALLOTTEE shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the BUILDER/VENDOR/PROMOTER as provided in clause 1 (c) herein above. (“Payment Plan”).

3. The BUILDER/VENDOR/PROMOTER hereby declares that the Floor Area Ratio available as on date in respect of the project land is 0.6 only, and BUILDER/VENDOR/PROMOTER may plan to utilize Floor Area Ratio by availing of TDR or FAR available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The BUILDER/VENDOR/PROMOTER has disclosed the Floor Space Index for proposed to be utilized by him on the project land in the said Project and PURCHASER/S/ALLOTTEE has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the BUILDER/VENDOR/PROMOTER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to BUILDER/VENDOR/PROMOTER only.
- 4.1 If the BUILDER/VENDOR/PROMOTER fails to abide by the time schedule for completing the project and handing over the Apartment to the PURCHASER/S/ALLOTTEE, the BUILDER/VENDOR/PROMOTER agrees to pay to the PURCHASER/S/ALLOTTEE, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the PURCHASER/S/ALLOTTEE, for every month of delay, till the handing over of the possession. The

PURCHASER/S/ALLOTTEE agrees to pay to the BUILDER/VENDOR, interest as specified in the Rules, on all the delayed payment which become due and payable by the PURCHASER/S/ALLOTTEE to the BUILDER/VENDOR/PROMOTER under the terms of this Agreement from the date the said amount is payable by the PURCHASER/S/ALLOTTEE(s) to the BUILDER/VENDOR.

- 4.2 Without prejudice to the right of BUILDER/VENDOR/PROMOTER to charge interest in terms of sub clause 4.1 above, on the PURCHASER/S/ALLOTTEE committing default in payment on due date of any amount due and payable by the PURCHASER/S/ALLOTTEE to the BUILDER/VENDOR/PROMOTER under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the PURCHASER/S/ALLOTTEE committing three defaults of payment of installments, the BUILDER/VENDOR/PROMOTER shall at his own option, may terminate this Agreement: Provided that, BUILDER/VENDOR/PROMOTER shall give notice of fifteen days in writing to the PURCHASER/S/ALLOTTEE, by Registered Post AD at the address provided by the PURCHASER/S/ALLOTTEE and mail at the e-mail address provided by the PURCHASER/S/ALLOTTEE, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the PURCHASER/S/ALLOTTEE fails to rectify the breach or breaches mentioned by the BUILDER/VENDOR/PROMOTER within the period of notice then at the end of such notice period, BUILDER/VENDOR/PROMOTER shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the BUILDER/VENDOR/PROMOTER shall refund to the PURCHASER/S/ALLOTTEE (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to BUILDER/VENDOR) within a period of sixty days of the termination, the installments of sale Consideration of the Apartment which may till then have been paid by the PURCHASER/S/ALLOTTEE to the BUILDER/VENDOR/PROMOTER and the BUILDER/VENDOR/PROMOTER shall not be liable to pay to the PURCHASER/S/ALLOTTEE any interest on the amount so refunded.

5. The fixtures and fittings with regard to the flooring and sanitary fittings particular brand or its equivalent or price range (if unbranded) to be provided by the BUILDER/VENDOR/PROMOTER in the said building and the Apartment as are set out in Annexure, annexed hereto.
6. The BUILDER/VENDOR/PROMOTER shall give possession of the Apartment to the PURCHASER/S/ALLOTTEE on or before 19th day of December 2019. If the BUILDER/VENDOR/PROMOTER fails or neglects to give possession of the Apartment to the PURCHASER/S/ALLOTTEE on account of reasons beyond his control and of his agents by the aforesaid date then the BUILDER/VENDOR/PROMOTER shall be liable on demand to refund to the PURCHASER/S/ALLOTTEE the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the BUILDER/VENDOR/PROMOTER received the sum till the date the amounts and interest thereon is repaid.

Provided that the BUILDER/VENDOR/PROMOTER shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of

(i) War, civil commotion or act of God;

(ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking possession - The BUILDER/VENDOR, upon obtaining the occupancy certificate from the competent authority and the payment made by the PURCHASER/S/ALLOTTEE as per the agreement shall offer in writing the possession of the Apartment, to the PURCHASER/S/ALLOTTEE in terms of this Agreement to be taken within one month from the date of issue of such notice and the BUILDER/VENDOR/PROMOTER shall give possession of the Apartment to the PURCHASER/S/ALLOTTEE. The BUILDER/VENDOR/PROMOTER agrees and undertakes to indemnify the PURCHASER/S/ALLOTTEE in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the BUILDER/VENDOR. The PURCHASER/S/ALLOTTEE agree(s) to pay the maintenance charges as determined by the BUILDER/VENDOR/PROMOTER or association of PURCHASER/S/ALLOTTEEs, as the case may be. The BUILDER/VENDOR/PROMOTER on its behalf shall offer the possession to the PURCHASER/S/ALLOTTEE in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The PURCHASER/S/ALLOTTEE shall take possession of the Apartment within 15 days of the written notice from the

BUILDER/VENDOR/PROMOTER to the PURCHASER/S/ALLOTTEE intimating that the said Apartments are ready for use and occupancy:

- 7.3 Failure of PURCHASER/S/ALLOTTEE to take Possession of Apartment upon receiving a written intimation from the BUILDER/VENDOR/PROMOTER as per clause 7.1, the PURCHASER/S/ALLOTTEE shall take possession of the Apartment from the BUILDER/VENDOR/PROMOTER by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the BUILDER/VENDOR/PROMOTER shall give possession of the Apartment to the PURCHASER/S/ALLOTTEE. In case the PURCHASER/S/ALLOTTEE fails to take possession within the time provided in clause 7.2, such PURCHASER/S/ALLOTTEE shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon.
- 7.4 If within a period of five years from the date of handing over the Apartment to the PURCHASER/S/ALLOTTEE, the PURCHASER/S/ALLOTTEE brings to the notice of the BUILDER/VENDOR/PROMOTER any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the BUILDER/VENDOR/PROMOTER at his own cost and in case it is not possible to rectify such defects, then the PURCHASER/S/ALLOTTEE shall be entitled to receive from the BUILDER/VENDOR, compensation for such defect in the manner as provided under the Act. In case the

allotees carry out any work within the apartments after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments/s, then in such an event the BUILDER/VENDOR/PROMOTER shall not be liable to rectify or pay compensation. But the BUILDER/VENDOR/PROMOTER may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work.

8. The PURCHASER/S/ALLOTTEE shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The PURCHASER/S/ALLOTTEE along with other PURCHASER/S/ALLOTTEE(s) of Apartments in the building shall join in forming and registering the Maintenance Society or Association to be known by such name as the BUILDER/VENDOR/PROMOTER may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the BUILDER/VENDOR/PROMOTER within seven days of the same being forwarded by the BUILDER/VENDOR/PROMOTER to the PURCHASER/S/ALLOTTEE, so as to enable the BUILDER/VENDOR/PROMOTER to register the common organization of PURCHASER/S/ALLOTTEE. No objection shall be taken by the PURCHASER/S/ALLOTTEE if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as

may be required by the Registrar of Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 10 Within 15 days after notice in writing is given by the BUILDER/VENDOR/PROMOTER to the PURCHASER/S/ALLOTTEE that the Apartment is ready for use and occupancy, the PURCHASER/S/ALLOTTEE shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars/watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association of PURCHASER/S/ALLOTTEEs is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the PURCHASER/S/ALLOTTEE shall pay to the BUILDER/VENDOR/PROMOTER such proportionate share of outgoings as may be determined. The PURCHASER/S/ALLOTTEE further agrees that till the PURCHASER/S/ALLOTTEE's share is so determined the PURCHASER/S/ALLOTTEE shall pay to the BUILDER/VENDOR/PROMOTER provisional monthly/yearly contribution of Rs.15/- per sq. mtr. per month towards the outgoings. The PURCHASER/S/ALLOTTEE undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by PURCHASER/S/ALLOTTEE shall be regarded as the default on the part of the PURCHASER/S/ALLOTTEE and



shall entitle the BUILDER/VENDOR/PROMOTER to charge interest on the dues, in accordance with the terms and conditions contained herein.

11. The PURCHASER/S/ALLOTTEE shall on or before delivery of possession of the said premises keep deposited with the BUILDER/VENDOR, the following amounts :

(i) Rs18 per sq mtr for deposit towards three years advance for monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(ii) Rs.65,000/- for deposits of electrical receiving, transformer Charges water meter charges.

(iii) Rs.20,000/- as legal charges.

(iv) Rs.200/- onetime per square meter towards Infrastructure tax.

(v) Rs.1,20,000/- as Corpus in respect of the Society Deposit or association Limited Company/Federation/Apex Body.

(vi) GST @ 12%

(vii) Rs. .... as Stamp Duty and Registration Charges.

12. The Unit Holder hereby agrees that the Unit Holder are aware that the said project may consist of serviced apartments and the Unit Holder shall at no point of time object to the running of the said business by the Builder or their nominees and shall have no objection for occupants of such apartments using the amenities provided in the Said Project.

13. The PURCHASER/S/ALLOTTEE shall pay to the BUILDER/VENDOR/PROMOTER a sum of Rs. 5,000/- for meeting all

legal costs, charges and expenses, including professional costs of the legal practitioner of the BUILDER/VENDOR/PROMOTER in connection with formation of the said Society, or Limited Company, Association or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

14. REPRESENTATIONS AND WARRANTIES OF THE BUILDER/VENDOR

The BUILDER/VENDOR/PROMOTER hereby represents and warrants to the PURCHASER/S/ALLOTTEE as follows:

- i. The BUILDER/VENDOR/PROMOTER has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The BUILDER/VENDOR/PROMOTER has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project.
- iv. There are no litigations pending before any Court of law with respect to the project land or Project.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law.

Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the BUILDER/VENDOR/PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

- vi. The BUILDER/VENDOR/PROMOTER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the PURCHASER/S/ALLOTTEE created herein, may prejudicially be affected;
- vii. The BUILDER/VENDOR/PROMOTER has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of PURCHASER/S/ALLOTTEE under this Agreement.
- viii. The BUILDER/VENDOR/PROMOTER confirms that the BUILDER/VENDOR/PROMOTER is not restricted in any manner whatsoever from selling the said Apartment to the PURCHASER/S/ALLOTTEE in the manner contemplated in this Agreement.
- ix. At the time of execution of the conveyance deed of the structure to the association of PURCHASER/S/ALLOTTEEs the BUILDER/VENDOR/PROMOTER shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the PURCHASER/S/ALLOTTEEs;

- x. The BUILDER/VENDOR/PROMOTER has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
  - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the BUILDER/VENDOR/PROMOTER in respect of the project land and/or the Project.
15. The PURCHASER/S/ALLOTTEE/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the BUILDER/VENDOR/PROMOTER as follows:
- i. To maintain the Apartment at the PURCHASER/S/ALLOTTEE's own cost in good and tenantable repair and condition from the date the possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
  - ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other

structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the PURCHASER/S/ALLOTTEE in this behalf, the PURCHASER/S/ALLOTTEE shall be liable for the consequences of the breach.

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

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated, not enclose balconies or cover open terrace with permanent roof or build walls on terrace and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause

damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the BUILDER/VENDOR/PROMOTER and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated. Design for Grills of windows to be obtained from developer. Also Ac outdoor unit to be mounted in such a way so as to not affect the elevation of the building adversely.

vii. Pay to the BUILDER/VENDOR/PROMOTER within fifteen days of demand by the BUILDER/VENDOR, his share of security deposit, any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the Apartment is situated.

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

- ix. The PURCHASER/S/ALLOTTEE shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the PURCHASER/S/ALLOTTEE to the BUILDER/VENDOR/PROMOTER under this Agreement are fully paid up.
- x. The PURCHASER/S/ALLOTTEE shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The PURCHASER/S/ALLOTTEE shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
16. The BUILDER/VENDOR/PROMOTER shall maintain a separate account in respect of sums received by the BUILDER/VENDOR/PROMOTER from the PURCHASER/S/ALLOTTEE as advance or deposit, sums received on account of the share capital for the promotion of the maintenance Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments

or of the said Plot and Building or any part thereof. The PURCHASER/S/ALLOTTEE shall have no claim save and except in respect of the Apartment along with the proportionate indivisible share hereby agreed to be sold to him. All unsold or un-allotted inventory shall continue to remain the property of the BUILDER/VENDOR/PROMOTER until sold/allotted.

18. BUILDER/VENDOR/PROMOTERS SHALL NOT MORTGAGE OR  
CREATE A CHARGE

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

18. BINDING EFFECT

Forwarding this Agreement to the PURCHASER/S/ALLOTTEE by the BUILDER/VENDOR/PROMOTER does not create a binding obligation on the part of the BUILDER/VENDOR/PROMOTER or the PURCHASER/S/ALLOTTEE until, firstly, the PURCHASER/S/ALLOTTEE signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the PURCHASER/S/ALLOTTEE and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the BUILDER/VENDOR. If the PURCHASER/S/ALLOTTEE(s) fails to execute and deliver to the BUILDER/VENDOR/PROMOTER this



Agreement within 30 (thirty) days from the date of its receipt by the PURCHASER/S/ALLOTTEE and/or appear before the Sub-Registrar for its registration as and when intimated by the BUILDER/VENDOR, then the BUILDER/VENDOR/PROMOTER shall serve a notice to the PURCHASER/S/ALLOTTEE for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the PURCHASER/S/ALLOTTEE, application of the PURCHASER/S/ALLOTTEE shall be treated as cancelled and all sums deposited by the PURCHASER/S/ALLOTTEE in connection therewith including the booking amount shall be returned to the PURCHASER/S/ALLOTTEE without any interest or compensation whatsoever.

20. ENTIRE AGREEMENT

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

21. RIGHT TO AMEND

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S/ALLOTTEE/SUBSEQUENT PURCHASER/S/ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent PURCHASER/S/ALLOTTEES of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

23. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the PURCHASER/S/ALLOTTEE has to make any payment, in common with other PURCHASER/S/ALLOTTEE(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective PURCHASER/S/ALLOTTEES.

25. FURTHER ASSURANCES

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

26. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the BUILDER/VENDOR/PROMOTER through its authorized signatory at the BUILDER/VENDOR's Office, or at some other place, which may be mutually agreed between the BUILDER/VENDOR/PROMOTER and the PURCHASER/S/ALLOTTEE, after the Agreement is duly executed by the PURCHASER/S/ALLOTTEE and the BUILDER/VENDOR/PROMOTER or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

27. The PURCHASER/S/ALLOTTEE and/or BUILDER/VENDOR/PROMOTER shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the BUILDER/VENDOR/PROMOTER will attend such office and admit execution thereof.

28. That all notices to be served on the PURCHASER/S/ALLOTTEE and the BUILDER/VENDOR/PROMOTER as contemplated by this Agreement shall be deemed to have been duly served if sent to the PURCHASER/S/ALLOTTEE or the BUILDER/VENDOR/PROMOTER

by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of PURCHASER/S/ALLOTTEE:

\_\_\_\_\_

(PURCHASER/S/ALLOTTEE's

Address):\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Notified Email ID: \_\_\_\_\_

M/s BUILDER/VENDOR/PROMOTER name:

**NAVELCAR INFRATECH**

**Through its Partner MR. ANANT Y. NAVELCAR,**

having its office at 506, 5<sup>th</sup> Floor,

Edcon Mindspace Bldg, Campal, Panaji, Goa, 403001.

Notified Email ID: navelcarinftratech@yahoo.in

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

29. JOINT PURCHASER/S/ALLOTTEES

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

30. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the PURCHASER/S/ALLOTTEE.

31. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, the same shall be referred to the Real Estate Regulation Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in the state of Goa will have the jurisdiction for this Agreement.

**AND WHEREAS** the vendor/ developer is not receiving more than 10% of consideration amount till the said agreement is duly registered.

Goods & Service tax or any other Government taxes shall be paid as per the changes made by government authorities and will be binding on the Purchaser/s to pay the same. Developer shall not inform the Purchaser/s about the changes in taxation levy as it is known in general.

TDS, as applicable and if applicable, has to be paid by the Purchaser/s and after payment of the same, copy of TDS certificate has to be submitted to the Builder.

Schedule Above Referred to:

**SCHEDULE I**  
**(DESCRIPTION OF THE SAID ENTIRE PROPERTY)**

All that part and parcel of land admeasuring 3316 sqmts surveyed under no.174/1-A of Village Siolim out of the total area of the property admeasuring 3700 sqmts forming western half of the property identified as ‘TOLLEACHEM BATA’ also known as ‘TARACHI BATTI’ situated at Siolim within the limits of Village Panchayat of Siolim Taluka Registration Sub District of Bardez District North Goa in the State of Goa which half of Northern side of the property is described in the Land Registration office of Bardez under no.14843 at folio 149 of book B-38 (New) which is the half seperated from the entire property earlier described under no. 3351 at pages 241 reverse of Book-B-22 and enrolled in Taluka Revenue Office under no. 49 of 3rd division.

The Said Half Northern portion of the whole property is bounded as under:-

North : By Coconut Grove Chopdem of Mukund.

South : By Other half.

East : By field Gally of Francis Xavier Fernandes  
and others.

West : By drain of rain water.

The said Plot surveyed under no.174/1-A is bounded as under:-

North : By the boundary of Village Oxel and by  
survey no.174/1.

South : By Survey no.174/2.

East : By Road.

West : By Drain water.

**SCHEDULE- II**

(Description of the SAID UNIT)

All that Flat no..... having carpet area of .....sq mtr  
balcony area and terrace area if any on the..... Floor in  
Block/Wing ..... along with undivided proportionate Share  
in the said Plot corresponding to the said Unit, described in  
Schedule I hereinabove.

**SCHEDULE -III**

(MODE OF PAYMENT)

Sr. No	Stages Of Payments	%	Amount	GST
				12%
1	On Booking	10%		
2	On Agreement	10%		
3	On completion of Plinth	15%		
4	On Casting of 1st Slab	10%		
5	On Casting of 2nd Slab	10%		
7	On Casting of Roof Slab	10%		
8	On Commencement of Masonry	10%		
9	On Commencement of Internal Plaster	5%		
11	On Commencement of Tiling	5%		
12	On Commencement of Plumbing	5%		
13	On Commencement of Internal Painting	5%		
14	On handing over possession	5%		
	Total			

#### SCHEDULE -IV

Specification of the SAID FLAT)

(Specification)

The details of the structure its structural design and dimensions are provided by the structural engineer.

The structure shall be designed using the latest building codes for better safety.

A) Foundation: Excavations will be carried out as per the instructions of the Structural Engineer.



B) Plinth: The Plinth height will be as directed in the drawings.

C) Structure:

- 1 .RCC frame structure which consist of concrete cast-on –site footings, columns, beams and slabs, sloping/partly flat roof slab (slope as indicated).
2. The staircase shall be of RCC with tread and risers as indicated in the drawings.
3. The RCC shall be well compacted and the shuttering will be in true line, level and plumb as described by the structural engineer.
4. Waterproofing to be of brickbat coba /chemical waterproofing for roof slab & Sunken Toilets.
5. Around 250-350 mm sunk will be provided for the toilets for piping.

D. Superstructure:

1. Exterior walls: The External walls shall be 23 cm or 20 cm concrete blocks / laterite masonry or light weight blocks.
2. Interior walls: The internal partition walls shall be of 4 inch brick masonry (Clay/ Fly ash /light weight bricks).
3. External plaster: All external wall faces shall be have 18 mm cement plaster in two coats , 12 mm

cement plaster and top layer 6 mm cement plaster with waterproofing compound finished smooth or sand faced.

4. Internal plaster: All internal wall faces (including ceiling) shall have 12 mm cement plaster in single coat to concrete or masonry surfaces or gypsum punning/ Cement Putty.

#### DOOR & WINDOWS

##### A. Door:

The main door shall be flush door with teak veneer on both sides. All Internal doors including that of bath shall be flush doors with laminate. Main door frames shall be of teakwood, internal frames shall be of Salwood or equivalent. Toilet door frames shall be of granite.

##### B. Windows:

Windows shall be aluminium sliding powder coated or coloured anodized or as directed by architect.

#### FINISHES

A. Exterior wall finish: The exterior walls shall be plastered and painted with waterproof paint Apex or Equivalent.

B. Interior wall finish: The interior walls shall be finished with plaster or cement putty and

painted with Acrylic Emulsion and ceiling with Oil Bound Distemper. Doors will be painted/ varnished/French polished/ Melamine polished.

C. Kitchen Back Splash: Ceramic tiles for Kitchen back splash shall be of 60 cm ht. Kitchen platform shall be of granite top with granite supports & Sink with single bowl shall be provided.

D. The roofing shall consist of clay/Mangalore tiles over 2 layers of battens (1'' x 2'') which are placed at 30 cm c/c.

E. Floor Finish: The flooring shall be of Vitrified tiles 60x60(cm) of Varmora/ Nitco or equivalent make. Bathroom shall have Anti-skid flooring and Wall Dados to be provided upto height of 2.1 meters from the floor tiles.

#### Railings

A. Interior staircase railing: Railings shall be of M.S. structure and wooden handrail or as directed by architect. The M.S. structure will be finished off with 2 coats of oil paint over primer and the handrail will be polished.

B. Exterior Railing: will be of M.S. as per design and finished with 2 coats of paint or Powder coated.

C. Staircase flooring shall be Kota or as decided by developer /Architect

#### Bathrooms

Bathroom fittings will be of chrome plated finish of 'Jaquar' or equivalent make. Sanitary ware will be porcelain, white color of "Cera" or equivalent make.

#### Electrical:

All wiring will be concealed in alcatene conduits and wiring will be with finolex/polycab wires of specified guage. All switches will be of anchor roma/equally approved make. The Electrical supply shall be three phase connection.

Electrical details will be as follows:

Bed Room: 2 – light points, 1 – fan point, 1=A.C. point , 2-5 amps plug points (one next to the bed and one at main board)

Kitchen: 2 – light points, 1- fan point, 2-15 amps points, 3-5 amps points.

Living/Dining: 2 light point, 1 –fan point, 3-5  
amps plug points, 1-15 amps point

Balcony: 1- Light point

Toilets: 2- light point, 1-5 amps plug points, 1-15  
amps point for geyser,

Main door: 1 bell push

1. Provisions will also be made for Telephone,  
TV/cable sockets.
2. Provisions for inverter for all units.

#### Air-Conditioning

1. Air-conditioners that would be installed by  
buyers should be of split type. The

compressors should be located so as not to be seen  
in the building façade or as directed by developer.

#### Plumbing & Drainage

1. Underground sump (R.C.C) for water  
storage will be of adequate capacities. Adequate  
capacity water tanks shall be provided over  
staircases of each building.
2. All plumbing / piping will be concealed and  
with CPVC./UPVC

#### Sewage

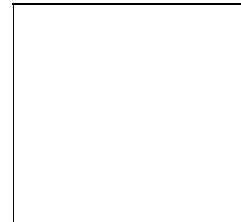
1. All external sewage lines will be of PVC/SWR pipes.
2. Sewage treatment plant shall be installed if required.

Exterior Façade

1. The exterior façade shall be painted as per the approved colour scheme.
2. Doors and windows shall be as per the architect drawings and details.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at \_\_\_\_\_(city/town name) in the presence of attesting witness, signing as such on the day first above written.

**SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED “BUILDER/VENDOR” NAVELCAR INFRATECH THROUGH ITS PARTNER MR. ANANT Y. NAVELCAR.**



-----  
**MR. ANANT Y. NAVELCAR**

**LEFT HAND FINGER PRINTS**

--	--	--	--	--

**RIGHT HAND FINGER PRINTS**

--	--	--	--	--

**SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED  
PURCHASER No. 1 ....**

--

-----

**MR. ....**

**LEFT HAND FINGER PRINTS**

--	--	--	--	--

**RIGHT HAND FINGER PRINTS**

--	--	--	--	--

**SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED  
PURCHASER No. 2 .....**

--



-----

.....

**LEFT HAND FINGER PRINTS**

--	--	--	--	--

**RIGHT HAND FINGER PRINTS**

--	--	--	--	--

**IN THE PRESENCE OF:**

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

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

ANNEXURE – A

Name of the Attorney at Law/Advocate- Adv. Smt. Shubhlakshmi Naik

Address : 3<sup>rd</sup> Floor, Velho Building, Panaji- Goa,

Date : 24.04.2017

Title Report

Details of the Title Report

The Schedule Above Referred to –

Whereas on 27-12-2016 the owners (i)-Shri.Vaman Pandurang Porobo Moyo alias Anil P. Moyo and his wife Smt. Laxmi Vaman Moyo (ii) Shri. Mohan alias Raghuvir Moyo(ii)(a) Smt.Shreya Naik and her husband Shri. Ashvek Venkatesh Naik (iii)-Shri.Vinayak Pandurang Moio alias Uday Pandurang Moyo and his wife Smt. Neema Vinayak Moyo entered into an Agreement for Development and sale with the BUILDER/DEVELOPER hereto, agreeing to sell the SAID PLOT admeasuring 3316 sqmts Surveyed under no.174/1-A for development purpose, which agreement is registered under no.BRZ-BK1-00016-2017,CD Number BRZD784 on 2-1-2017 in the office of Sub-Registrar Bardez.

WHEREAS by Deed of Rectification dated 03-04-2017 certain errors with respect to the area of the Plot and Certain facts remained to be incorporated in the Agreement for Development and sale dated 27-12-2016,which were

rectified and which deed is registered under no.BRZ-BK1-01255-2017,CD  
Number BRZD786 on 19-04-2017 in the office of Sub-Registrar Bardez.

Dated .....day of ..... 20.....

(Signed )

Signature of Attorney-at-Law/Advocate

ANNEXURE –B

(Authenticated copies of Property Card or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/BUILDER/VENDOR/PROMOTER to the project land).

ANNEXURE –C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout as proposed by the BUILDER/VENDOR/PROMOTER and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the PURCHASER/S/ALLOTTEE as approved by the concerned local authority)

ANNEXURE –E

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