

AGREEMENT FOR SALE

THIS AGREEMENT OF SALE is made at Vasco-da-Gama, on this
_____ day of _____, 2019:

BY AND BETWEEN

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M/s. S. N. CONSTRUCTIONS, a proprietary concern, having its office at 4th Floor, Essen Empire, Opp. KTC Bus Stand, Mundvel, Vasco da Gama, Goa, PAN No. AHQPS4315K represented by its proprietor **MR. SANTHAN NANU**, son of late Nanu Govind, aged 64 years, businessman, PAN No. AHQPS4315K and **MRS. VIJAYA S. NANU**, D/o Janardhanan, aged 55 years, businessperson, PAN No. ABNPN1356N both residing at H. No. 289/D/1 "The Nanus", Essen Enclave, Near Regina Mundi High School, Chicalim, Mormugao, Goa, hereinafter referred as "**VENDORS/DEVELOPER**" (which expression shall unless repugnant to the context and meaning shall be deemed to mean and include its successors in Office, administrators, liquidators and assigns) of the **FIRST PART**;

(This Agreement for Sale shall be presented for registration in the Office of the Sub Registrar Mormugao, Vasco-da-Gama by Mrs. Suchita Naik, Wife of Santosh Naik, major of age, Service, Indian National, resident of Vasco Da Gama -Goa, Power of Attorney holder on behalf of the VENDORS/DEVELOPER duly authorized by Power of Attorney dated 23/04/2014 duly registered in the office of the Sub Registrar of Mormugao under Registration No. MOR-BK4-00014-2014, CD No. MORD4 dtd. 25/04/2014)

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AND

Mr. _____, son of Mr. _____, aged about _____ years, Service, Indian National, residing at _____ having PAN No. _____, Aadhar Card No. _____ hereinafter referred to as the **PURCHASER** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his heirs, successors, legal representatives and assigns), of the **SECOND PART**.

All the parties are Indian Nationals.

The female VENDORS Mrs. Vijaya S. Nanu hereinabove is represented by her duly constituted Attorney Mr. Santhan Nanu, major of age, Indian National, residing at "The Nanu's", Essen Enclave, Near Regina Mundi High School, Chicalim, Goa, i.e. one of the VENDORS hereinabove duly authorized by Irrevocable Power of Attorney dtd. 07/10/2016 duly registered under No. MOR-BKPoA-00041-2016, CD No. MORD17 dtd. 10/10/2016 in the office of the Sub Registrar, Mormugao Goa.

WHEREAS the **VENDORS/DEVELOPER** herein is the owner in possession and enjoyment and otherwise well and sufficiently entitled to a plot known as "**MOLLEACHI UDI**" bearing survey No. 136/6 situated at Villlage Chicalim, Mormugao Taluka and Sub District of Mormugao, District of South Goa which property is described in more detail in the schedule herein below written and hereinafter referred to as "**THE SAID PROPERTY**"

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AND WHEREAS THE SAID PROPERTY originally belonged to Late Antonio Micael de Azaredo and his wife Maria Amalia Ines Piedade Filomena de Figueiredo e Azaredo.

AND WHEREAS Upon the death of Antonio Micael de Azaredo, his widow and moiety holder Maria Amalia Ines Piedade Filomena de Figueiredo e Azaredo instituted Inventario Orfanologico No. 30/1939 in the Comarca Court at Vasco da Gama wherein the said property was enlisted in the Inventario under Item No. 20 and was allotted entirely to his son Caetano Francisco Ramiro De Azaredo.

AND WHEREAS The said Caetano Francisco Ramiro De Azaredo expired on 6/6/1980 leaving behind the said Antonio Michael Filomeno De Azaredo alias Antonio De Azaredo married to Mrs. Maria Ismenia Buarqueiro Luzindro De Azaredo, Francisco Jose Antonio Roque Segismundo de Azaredo (bachelor) and Ms. Maria Melba Sara Filomena de Azaredo (spinster) as his only successors by virtue of Deed of Succession and Qualification of Heirs dated 30/1/2002 registered at page 74 of Book of Deeds No. 1431 dated 11/2/2002 in the Office of the Notary Public Ex-officio/Sub Registrar of Salcete at Margao.

AND WHEREAS the said Maria Melba Sara Filomena de Azaredo executed a Public Will on 4/2/2002 drawn before the ex-officio Notary at Mormugao at Vasco da Gama on notarial book of will bearing No. 43 at pages 148 to 150 instituted the said Francisco Jose Antonio Roque Segismundo de Azaredo as her sole and universal successor and upon his death Antonio Michael Filomeno de Azaredo. Likewise the said Francisco Jose Antonio Roque

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Segismundo de Azaredo executed a public will dated 4/2/2002 before the ex-officio Notary at Mormugao, Vasco da Gama drawn in the book of wills bearing No. 43 at pages 151 to 153 by instituting the said Maria Melba Sara Filomena de Azaredo (spinster) as his sole and universal heirs and successors and upon her death his nephew said Antonio Michael Filomeno De Azaredo alias Antonio De Azaredo.

AND WHEREAS the said Francisco Jose Antonio Roque Segismundo de Azaredo expired on 12/11/2004 and the said Maria Melba Sara Filomena de Azaredo expired on 22/4/2002 and consequently by virtue of Public Wills respectively of Francisco Jose Antonio Roque Segismundo de Azaredo and Maria Melba Sara Filomena de Azaredo, the said Antonio Michael Filomeno De Azaredo alias Antonio De Azaredo was qualified as the sole and universal heir of the said deceased Francisco Jose Antonio Roque Segismundo de Azaredo by Deed of Succession and Qualification heirs dated 19/1/2005 drawn at page 80 onwards on book of deed No. 1474 before the ex-officio Notary at Salcete, Margao. Likewise the said Antonio Michael Filomeno De Azaredo alias Antonio De Azaredo was qualified as the sole and universal heir of the said deceased Maria Melba Sara Filomena de Azaredo by Deed of Succession and Qualification heirs dated 6/6/2002 drawn at page 96 onwards on book of deed No. 1435 before the ex-officio Notary at Salcete, Margao.

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AND WHEREAS the said Antonio Michael Filomeno De Azaredo alias Antonio De Azaredo married to Mrs. Maria Ismenia Buarqueiro Luzindro De Azaredo became the sole and absolute owner of **THE SAID PROPERTY** by virtue of said **a)** Deed of Succession and Qualification of Heirs drawn on death of Caetano Francisco Ramiro de Azaredo executed on 30/1/2002 registered at page 74 to 76V of Book of Deeds No. 1431 dated 11/2/2002 in the office of the Notary Public Ex-officio/Sub Registrar of Salcete at Margao **b)** Deed of Succession and Qualification of Heirs drawn on death of Maria Melba Sara Filomena de Azaredo executed on 6/6/2002 at pages 96V to 98 of Book of Deeds No. 1435 dated 6/6/2002 in the office of the Notary Public Ex-officio/Sub Registrar of Salcete at Margao **c)** Deed of Succession and Qualification of Heirs drawn on death of Francisco Jose Antonio Roque segismundo de Azaredo executed on 19/1/2005 at pages 80 to 82V of Book of Deeds No. 1474 dated 19/1/2005 in the office of the Notary Public Ex-officio/Sub Registrar of Salcete at Margao, Goa.

AND WHEREAS By Deed of Sale dated 29/6/2009 registered at No. 821 at pages 158 to 175 of Book I volume No. 972 dated 9/7/2009 with the sub registrar of Mormugao, the said Antonio Micael Filomeno De Azaredo alias Antonio De Azaredo and Mrs. Maria Ismenia Buarqueiro Luzindro De Azaredo sold **THE SAID PROPERTY** to Aleixo Antonio De Piedade Sequeira i.e the male VENDORS herein. Upon the purchase of the said property the name of said Aleixo Antonio De Piedade Sequeira is mutated in survey records of Rights in form I & XIV of survey No. 136/6 as occupant thereof. Thus the title in the said property came to vest in said Mr. Aleixo Antonio De Piedade Sequeira.

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AND WHEREAS the said Aleixo Antonio De Piedade Sequeira is married to Maria Aurora Genoveva Linette Pinto E Sequeira i.e. the female **VENDORS** herein under the regime of Communion of property and thus the **VENDORS** herein are jointly entitled to the said property.

MR. ALEIXO ANTONIO DE PIEDADE SEQUEIRA son of late Dr.Eusebio Antonio de Piedade Sequeira aged 59, Businessman, PAN No. ACSPA9814C and his wife **MRS. MARIA AURORA GENOVEVA LINETTE PINTO E SEQUEIRA**, d/o Late Alfred Filomeno Pinto aged 54 years, housewife, PAN No. ADOPG6352J represented herein by her husband and duly constituted attorney **MR. ALEIXO ANTONIO DE PIEDADE SEQUEIRA** i.e. the male **VENDORS** herein duly appointed vide instrument of Power of Attorney dated 11/09/2001 executed before the notary Adv. Mohan A. Redkar at Margao bearing notary registration No. 8453/2001, both residing at H. No. 446/1, Raicho Ambo, Raia, Salcete, Goa, registered under registration No. MOR-BK1-00911-2016, CD No. MORD14 dtd. 20/05/2016 with the office of the Sub Registrar, Mormugao, Goa.

WHEREAS the **VENDORS/DEVELOPER** has obtained Order from Mormugao Planning and Development Authority under Approval No. MPDA/5-N-30/2017-18/1165 dated 20/02/2018 and has obtained Construction License from the Village Panchayat of Chicalim under No. VP/CHI/11/2017-18/38/2869 dated 14/03/2018 for development and construction in the **SAID PROPERTY** under the name “**ESSEN WIND MILLS**”.

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AND WHEREAS the Sub Registrar of MORMUGAO, has issued a Nil Encumbrance Certificate for the above said Plot, under Certificate No.1094 of 2018 dated 06/12/2018.

AND WHEREAS the **VENDORS/DEVELOPER** has appointed an Architect M/s. Soares & Associates, registered with council of Architects having registration No. CA/89/12805 and drawn up a plan of commercial cum residential building and identified as "Essen Wind Mill".

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

AND WHEREAS by virtue of the above deeds of conveyance executed the **VENDORS/DEVELOPER** has sole and exclusive right to sell the Flats in the said building constructed by the **VENDORS/DEVELOPER** on the project land and to enter into Agreement/s with the PURCHASER/S of the Flats to receive the sale consideration in respect thereof.

AND WHEREAS the **VENDORS/DEVELOPER** accordingly, is carrying out the construction of a residential building identified as "**ESSEN WIND MILLS**" being constructed in the said plot consisting of basement, stilt/ ground, upper ground and **SIX floors**.

AND WHEREAS the **VENDORS/DEVELOPER** has opened the plan for sale on ownership basis for the residential units in the proposed building identified as "**ESSEN WIND MILLS**".

AND WHEREAS on demand from the PURCHASER/S, the **VENDORS/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 **VENDORS/DEVELOPER'S** Architect M/s. Soares & Associates 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 there under; and the PURCHASER/S has acknowledged the receipt of the same.

AND WHEREAS the authenticated copies of Certificate of Title issued by Adv. Ulhas G. Shetye, Vasco-Da-Gama, Goa, showing the nature of the title of the **VENDORS/DEVELOPER** to the project land on which the residential building is 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.

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

AND WHEREAS the **VENDORS/DEVELOPER** has got some of the approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the said building 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 **VENDORS/DEVELOPER** 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 shall be granted by the concerned local authority.

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AND WHEREAS the **VENDORS/DEVELOPER** has accordingly commenced construction of the said building in accordance with the said plans.

AND WHEREAS the PURCHASER/S approached the **VENDORS/DEVELOPER** for purchase of a Flat bearing No._____ on _____ floor situated in the building being constructed in the said Project.

AND WHEREAS the carpet area of the said Flat is ____square meters and "carpet area" means the net usable floor area of Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the PURCHASER/S or veranda area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the PURCHASER/S, but includes the area covered by the internal partition walls of the said Flat.

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;

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AND WHEREAS, prior to the execution of these presents the PURCHASER/S has paid to the **VENDORS/DEVELOPER** a sum of Rs.....(Rupees) being part payment of the sale consideration of the said Flat agreed to be sold by the **VENDORS/DEVELOPER** to the PURCHASER/S as advance payment or Application Fee (the payment and receipt whereof the **VENDORS/DEVELOPER** both hereby admit and acknowledge) and the PURCHASER/S has agreed to pay to the **VENDORS/DEVELOPER** the balance of the sale consideration in the manner hereinafter appearing at **Schedule No.III**.

AND WHEREAS, the **VENDORS/DEVELOPER** has/will registered/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 **VENDORS/DEVELOPER** is required to execute a written Agreement for sale of said Flat 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).

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In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the **VENDORS/DEVELOPER** hereby agrees to sell and the PURCHASER/S hereby agrees to purchase the said Flat.

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

1. The **VENDORS/DEVELOPER** is constructing the said building consisting of basement, ground/ stilt, upper ground and six upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the **VENDORS/DEVELOPER** shall have to obtain prior consent in writing of the PURCHASER in respect of variations or modifications which may adversely affect the said Flat of the PURCHASER/S except **(i)** any alteration or addition required by any Government authorities or due to change in law or **(ii)** the **VENDORS/DEVELOPER** may make such minor additions or alterations as may be required by the PURCHASER/S, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the Architect or Engineer.

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1.a (i) The PURCHASER/S hereby agrees to purchase from the **VENDORS/DEVELOPER** and the **VENDORS/DEVELOPER** hereby agrees to sell to the PURCHASER/S Flat No. on the _____ floor of "ESSEN WIND MILLS" having carpet area admeasuring.....sq.mts. The said Flat shall also have an exclusive carpet area of balcony admeasuring _____ sq.mts. and is hereinafter referred to as "**The SAID FLAT**" as shown in the Floor plan thereof annexed hereto 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 II** hereinafter written.

1.a (ii) The PURCHASER/S hereby agrees to purchase from the **VENDORS/DEVELOPER** and the **VENDORS/DEVELOPER** hereby agrees to sell to the PURCHASER/S parking spaces bearing Nos.____ situated at Basement and/or stilt and /or open parking for consideration of Rs. _____/-.

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

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1(c)(i) The above said sum of Rs. -----/- (Rupees -----
-----Only)

includes the cost of the construction of the said Flat and also the cost of the incidence of the land proportionate to the Super built up area of the said Flat.

1(c)(ii) If the PURCHASER/S commits default in observing and performing any of the terms and conditions of this Agreement, the VENDORS/DEVELOPER shall, without prejudice to the other rights, be at liberty to terminate this Agreement by giving a prior written notice of fifteen days. The VENDORS/DEVELOPER shall, however, on such termination, refund to the PURCHASER/S the amounts, if any, which may have till then been paid by the PURCHASER/S to the VENDORS/DEVELOPER, after forfeiting an amount of 10% of the consideration of the SAID Flat excluding taxes paid to the VENDORS/DEVELOPER without any further amount by way of interest or otherwise, within 60 days.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the VENDORS/DEVELOPER by way of Infrastructure tax, Conversion Sanad fee, GST, Labour Welfare Cess and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the VENDORS/DEVELOPER) up to the date of handing over the possession of the said Flat.

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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 VENDORS/DEVELOPER undertakes and agrees that while raising a demand on the PURCHASER/S for increase in development charges, cost, or levies imposed by the competent authorities etc., the VENDORS/DEVELOPER 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, which shall only be applicable on subsequent payments.

1(f) The VENDORS/DEVELOPER may allow, in its sole discretion, a Rebate for early payments of equal instalments payable by the PURCHASER/S on such terms and conditions as the parties may mutually agreed upon. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the PURCHASER/S by the VENDORS/DEVELOPER.

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1(g) The VENDORS/DEVELOPER shall confirm the final carpet area that has been allotted to the PURCHASER/S after the construction of the Flat is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, increase 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 VENDORS/DEVELOPER. If there is any reduction in the carpet area within the defined limit then VENDORS/DEVELOPER shall refund the excess money paid by PURCHASER 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.

1 (h) If there is any increase in the carpet area allotted to PURCHASER/S, the VENDORS/DEVELOPER shall demand additional amount from the PURCHASER/S 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.

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1(i) The PURCHASER/S authorizes the VENDORS/DEVELOPER 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 VENDORS/DEVELOPER may in its sole discretion deem fit and the PURCHASER/S undertakes not to object/demand/direct the VENDORS/DEVELOPER to adjust his/her payments in any manner.

2.1 The **VENDORS/DEVELOPER** 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 said Flat to the PURCHASER/S, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the said Flat.

2.2 Time is essence for the VENDORS/DEVELOPER as well as the PURCHASER/S. The VENDORS/DEVELOPER shall abide by the time schedule for completing the project and handing over the said Flat to the PURCHASER/S and the common areas to the association of the PURCHASERS after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the PURCHASERS have paid all the consideration and other sums due and payable to the VENDORS/DEVELOPER as

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per the agreement. Similarly the PURCHASER/S shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the VENDORS/DEVELOPER as provided in SCHEDULE III ("Payment Plan").

3.The **VENDORS/DEVELOPER** hereby declares that the Floor Area Ratio available as on date in respect of the project land is 8850.00m² undivided share only and **VENDORS/DEVELOPER** has planned 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 **VENDORS/DEVELOPER has disclosed** the Floor Space Index for proposed to be utilized by him on the project land in the said Project and PURCHASER/S has agreed to purchase the said Flat based on the proposed construction and sale of Flat to be carried out by the **VENDORS/DEVELOPER** by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to **VENDORS/DEVELOPER** only. The

VENDORS/DEVELOPER firm reserves its right to revise the existing permission to add the units on existing structure and also made aware to the **PURCHASER/S** about this fact and the **PURCHASER/S** has given the consent at the time of booking/confirmation of allotment only for such revision.

4.1If the **VENDORS/DEVELOPER** fails to abide by the time schedule for completing the project and handing over the said Flat to the **PURCHASER/S** the **VENDORS/DEVELOPER** agrees to pay to the **PURCHASER/S**, who does not intend to withdraw from the project, interest as specified in the RERA Rule, on all the amounts paid by the **PURCHASER/S**, for every month of delay, till the handing over of the possession. The **PURCHASER/S** agrees to pay to the **VENDORS/DEVELOPER**, interest as specified in the RERA Rules, on all the delayed payment which become due and payable by the **PURCHASER/S** to the **VENDORS/DEVELOPER** under the terms of this Agreement from the date the said amount is payable by the **PURCHASER/S** to the **VENDORS/DEVELOPER**.

4.2Without prejudice to the right of **VENDORS/DEVELOPER** to charge interest in terms of sub clause 4.1 above, on the **PURCHASER/S** committing default in payment on due date of any amount due and payable by the **PURCHASER/S** to the **VENDORS/DEVELOPER** under this Agreement (including his/her

proportionate share of taxes levied by concerned local authority and other outgoings) and on the PURCHASER/S committing three defaults of payment of instalments, the VENDORS/DEVELOPER shall at his own option, may terminate this Agreement: Provided that, VENDORS/DEVELOPER shall give notice of fifteen days in writing to the PURCHASER/S, by Registered Post AD at the address provided by the PURCHASER/S and mail at the e-mail address provided by the PURCHASER/S, 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 fails to rectify the breach or breaches mentioned by the VENDORS/DEVELOPER within the period of notice then at the end of such notice period, VENDORS/DEVELOPER shall be entitled to terminate this Agreement. The VENDORS/DEVELOPER shall, however, on such termination, refund to the PURCHASER/S the amounts, if any, which may have till then been paid by the PURCHASER/S to the VENDORS/DEVELOPER, after forfeiting 10% of total sale consideration amount excluding taxes paid to the VENDORS/DEVELOPER without any further amount by way of interest or otherwise. Provided further that upon termination of this Agreement as aforesaid, the VENDORS/DEVELOPER shall refund to the PURCHASER/S (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may

be payable to VENDORS/DEVELOPER) within a period of sixty days of the termination, the instalments of sale Consideration of the Flat which may till then have been paid by the PURCHASER/S to the VENDORS/DEVELOPER and the VENDORS/ DEVELOPER shall not be liable to pay to the PURCHASER/S any interest on the amount so refunded.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand or its equivalent or price range (if unbranded) to be provided by the VENDORS/DEVELOPER in the said building and the said Flat as are set out in Schedule No. IV herein.

6. The VENDORS/DEVELOPER shall give possession of the said Flat to the PURCHASER/S on or before 30th day of April 2023. If the VENDORS/DEVELOPER fails or neglects to give possession of the Flat to the PURCHASER/S on account of reasons beyond his control and of his agents by the aforesaid date then the VENDORS/DEVELOPER shall be liable on demand to refund to the PURCHASER/S the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the VENDORS/DEVELOPER received the sum till the date the amounts and interest thereon is

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repaid. Provided that the **VENDORS/DEVELOPER** shall be entitled to reasonable extension of time for giving delivery of said Flat on the aforesaid date, if the completion of building in which the said Flat 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.
- (iii) Delay in releasing the instalments/ dues payable by the PURCHASER/S to the **VENDORS/DEVELOPER** in time,
- (iv) Non-availability of cement, steel or other building material, water or electric supply/connection or drainage/sewerage connection or labour etc. or delay on account of the following:

Minor or major Fire or explosion or accident at the site not caused due to any negligence by the **VENDORS/DEVELOPER**; or Strikes or agitation by the workers, employees or labourers of the **VENDORS/DEVELOPER** or the contractors or suppliers; or Government seizures of the equipment and/or plant of the building.

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Any judgment of a competent court or any legislation or regulation or statutory or regulatory change of a governmental entity prohibiting the performance of this Agreement.

Delay in issue of the occupation certificate and/or grant of any no objection certificate, permission, approval, sanction, license and/or order as may be required in respect of the Said Shop/Flat for reasons not attributable to the **VENDORS/DEVELOPER**.

Act of interference or action by civil or military authorities, act of terrorism, or act of a public enemy, acts of belligerents or foreign enemies, riots, blockages, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power

The **VENDORS/DEVELOPER** shall, wherever it is necessary, intimate the authority in this regard.

The **VENDORS/DEVELOPER** shall not be liable to pay any compensation to the PURCHASER/S for delay on any account of the abovementioned reasons & or situations or conditions.

7.1 Procedure for taking possession - The VENDORS/DEVELOPER, upon obtaining the occupancy certificate from the competent authority and the payment made by the

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PURCHASER/S as per the agreement shall offer in writing the possession of the said Flat, to the PURCHASER/S in terms of this Agreement to be taken within 15 DAYS from the date of issue of such notice and the VENDORS/DEVELOPER shall give possession of the said Shop/Flat to the PURCHASER/S. The VENDORS/DEVELOPER agrees and undertakes to indemnify the PURCHASER/S in case of failure of fulfilment of any of the provisions, formalities documentation on part of the VENDORS/DEVELOPER. The PURCHASER/S agree(s) to pay the maintenance charges as determined by the VENDORS/DEVELOPER or association of PURCHASER/S, as the case may be. The VENDORS/DEVELOPER on its behalf shall offer the possession to the PURCHASER/S in writing within 7 days of receiving the occupancy certificate of the Project.

- 7.2 The PURCHASER/S shall take possession of the Said Flat within 15 days of the written notice from the VENDORS/DEVELOPER to the PURCHASER/S intimating that the said Flat are ready for use and Occupancy:

Upon obtaining the Occupancy Certificate and the PURCHASER/S taking possession of the SAID Flats the VENDORS/DEVELOPER shall execute/get executed the Conveyance Deed of the SAID Flat with the undivided proportionate share of the land in the name of the PURCHASER/S at the cost of the PURCHASERS applicable at the market rate prevailing thereon and exclusively to be decided by the VENDORS/DEVELOPER.

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7.3 Failure of PURCHASER/S to take Possession of said Flat upon receiving a written intimation from the VENDORS/DEVELOPER as per clause 7.1, the PURCHASER/S shall take possession of the said Flat from the VENDORS/DEVELOPER by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the VENDORS/DEVELOPER shall give possession of the said Flat to the PURCHASER/S.

In case the PURCHASER/S fails to take possession within the time provided in clause 7.2, hereinabove such PURCHASER/S shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delayed payment dues to VENDORS/DEVELOPER and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the buildings thereon.

7.4 Failure of PURCHASER/S to take Possession of said Flat upon receiving a written intimation from the VENDORS/ DEVELOPER as per clause 7.1, the PURCHASER/S shall take possession of the said Flats from the VENDORS/DEVELOPER by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the VENDORS/DEVELOPER shall give possession of the said Flat to

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the PURCHASER/S. In case the PURCHASER/S fails to take possession within the time provided in clause 7.2, hereinabove the VENDORS/DEVELOPER will have the right to inform the PURCHASER/S to release the entire dues with interest payable by the PURCHASER/S to the VENDORS/DEVELOPER and in the event of failure from the PURCHASER/S to honour the request made by the VENDORS/DEVELOPER to release the dues incuse of issuing to three such notices, the VENDORS/DEVELOPER will reserve the right to terminate this Agreement for Sale and refund the amount till then paid by the PURCHASER/S without interest after deducting 10% of the total Sale consideration within 60 days of such termination and the VENDORS/DEVELOPER will have the right to sell the flat to any third party without any information or consent of the PURCHASER/S.

7.5 If within a period of five years from the date of obtaining the Occupancy Certificate of the building "ESSEN WIND MILLS", the PURCHASER/S brings to the notice of the VENDORS/DEVELOPER any structural defect in the said Flat or the building in which the said Flats are situated or any defects on account of workmanship, quality or provision of service, (excluding wear and tear and misuse) then wherever possible such defects (unless caused by or attributable to the PURCHASER/S) shall be rectified by the

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VENDORS/DEVELOPER at his own cost and in case it is not possible to rectify such defects, then the PURCHASER/S shall be entitled to receive from the VENDORS/DEVELOPER, compensation for such defect in the manner as provided under the Act.

In case the PURCHASER/S carry out any work within the said Flat after taking possession, and has made internal/external changes on the unit or in the material used therein, resulting in cracks and dampness or any other defect within or to the adjoining Flats, then in such an event the VENDORS/DEVELOPER shall not be liable to rectify or pay compensation. But the VENDORS/DEVELOPER may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, concealed electrical conduits line etc. cannot be considered as defective work.

8.The PURCHASER/S shall use the said Flat or any part thereof or permit the same to be used only for purpose of residential use. He/She shall use the garage or parking space only for purpose of keeping or parking vehicle.

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9.(i) The PURCHASER/S along with other PURCHASES of FLAT in the building shall join in forming and registering the Maintenance Society or Association to be known by such name as the VENDORS/DEVELOPER may decide and for this purpose 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 Maintenance 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 VENDORS/DEVELOPER within seven days of the same being forwarded by the VENDORS/DEVELOPER to the PURCHASER/S, so as to enable the VENDORS/DEVELOPER to register the maintenance society. No objection shall be taken by the PURCHASER/S 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.

9.1 Within 15 days after notice in writing is given by the **VENDORS/DEVELOPER** to the PURCHASER/S that the said Flat is ready for use and occupancy, the PURCHASER/S shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flats) of outgoings in respect of the project land and Building/namely local taxes, betterment charges or such

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other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, watch & ward, sweepers, operators of lift, STP, water supply, electricity and all other expenses necessary and incidental to the management and maintenance of the project land and building. Until the association of PURCHASERS or maintenance society is formed and the maintenance of the said structure of the building is transferred to it, the PURCHASER/S shall pay to the **VENDORS/DEVELOPER** such proportionate share of outgoings as may be determined. The PURCHASER/S further agrees that till the PURCHASER/S share is so determined the PURCHASER/S shall pay to the **VENDORS/DEVELOPER** provisional yearly contribution of Rs.30,000/- for 2 Bedroom flat, Rs.39,000/- for 3 Bedroom flat and Rs.48,000/- for 4 Bedroom flat per annum towards the outgoings. The PURCHASER/S undertakes to pay such provisional yearly contribution and such proportionate share of outgoings before taking possession of the Said FLAT for the first year and within 15 days of demand for subsequent years 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 shall be regarded as the default on the part of the PURCHASER/S and shall entitle the **VENDORS/DEVELOPER** to charge interest on the dues in accordance with the terms and conditions contained herein.

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10. The PURCHASER/S shall on or before delivery of possession of the FLAT keep deposited with the **VENDORS/DEVELOPER**, the following amounts:

Rs. 2510/- for share money, application entrance fee of the maintenance Society or /Apex body.

Rs.30,000/- For non-refundable deposit towards Water, Electricity, and other utility and services connection charges

Rs.70, 000/- for non refundable deposits towards installation of electrical receiving transformer and sub-station, electric meter, cable Fire Fighting system, etc

Rs.800/ per m² as infrastructure Tax for the carpet area and areas of exclusive balconies, verandas, common areas, terraces shall be added to carpet area.

Rs.30,000/- per annum for a 2 bedroom Flat, Rs.39,000/- per annum for a 3 bedroom Flat and Rs.48,000/- per annum for a 4 bedroom Flat towards the yearly recurring charges for Maintenance of common amenities.

Rs.750/- per m² (calculated as per clause 23 here under) as Corpus towards maintenance deposit.

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Stamp Duty and Registration Charges shall be born by the PURCHASER/S as per the prevailing notifications and applicable rates.

11. The PURCHASER/S shall pay to the **VENDORS/DEVELOPER** a sum of Rs.20, 000/- for meeting all legal costs, typing/printing cost and towards misc. expenses for preparation of present agreement and also to complete formalities for execution, presentation, and registration of the present agreement before the concerned sub-registrar, and towards charges and expenses, including professional costs of the legal practitioner of the **VENDORS/DEVELOPER** in connection with formation of the said Maintenance Society, 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 sale.

12. At the time of registration of conveyance or Lease of the structure of the Flat, the PURCHASER/S shall pay to the **VENDORS/DEVELOPER**, the PURCHASER/S share of stamp duty and registration charges payable by the said Maintenance Society or Apex Body on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance or Lease of the

project land, the PURCHASERS shall pay to the **VENDORS/DEVELOPER**, the PURCHASER/S share of stamp duty and registration charges payable by the said Maintenance Society or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Maintenance Society.

13. REPRESENTATIONS AND WARRANTIES OF THE VENDORS/DEVELOPER

The **VENDORS/DEVELOPER** hereby represents and warrants to the PURCHASER/S as follows:-

- i. The **VENDORS/DEVELOPER** 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 **VENDORS/DEVELOPER** 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.

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- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report.
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building 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 shall be obtained by following due process of law and the VENDORS/DEVELOPER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building and common areas.
- vi. The VENDORS/DEVELOPER 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 created herein, may prejudicially be affected.

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- vii. The VENDORS/DEVELOPER 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 FLAT which will, in any manner, affect the rights of PURCHASER/S under this Agreement.
- viii. The VENDORS/DEVELOPER confirm that the VENDORS/DEVELOPER is not restricted in any manner whatsoever from selling the said Flat to the PURCHASER/S in the manner contemplated in this Agreement.
- ix. At the time of execution of the conveyance deed of the structure to the association of PURCHASERS the VENDORS/DEVELOPER shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the PURCHASERS.
- x. The VENDORS/DEVELOPER 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 upto the date of obtaining Occupancy Certificate.

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- 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 VENDORS/DEVELOPER in respect of the project land and/or the Project except those disclosed in the title report.
- xii. It is clearly agreed and understood by the PURCHASERS that the VENDORS/DEVELOPER responsibility during the above period shall be the payment of the above expenses only and the VENDORS/DEVELOPER shall not be responsible for any accidents or thefts occurring within the precincts of "ESSEN WIND MILLS".
- 14.** The PURCHASER/S or himself/themselves with intention to bring all persons into whosoever hands the said Flat may come, hereby covenants with the VENDORS/DEVELOPER as follows:
- i. To maintain the said Flat at the PURCHASER/S own cost in good and tenantable repair and condition from the date the possession of the said Flat is taken and shall not do or suffer to be done anything in or to the building in which the said Flat 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 said Flats is situated and the said Flat itself or any part thereof without the consent of the local authorities, if required.

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- ii. Not to store in the said Flat 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 said Flat 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 said Flat is situated, including entrances of the building in which the said Flat is situated and in case any damage is caused to the building in which the flat is situated or the said Flat on account of negligence or default of the PURCHASER/S in this behalf, the PURCHASER/S shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said flat and maintain the said Flat in the same condition, state and order in which it was delivered by the VENDORS/DEVELOPER to the PURCHASER/S and shall not do or suffer to be done anything in or to the building in which the said flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the PURCHASER/S committing any act in contravention of the above provision, the PURCHASER/S shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

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- iv. Not to demolish or cause to be demolished the said Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Flat is situated and shall keep the portion, sewers, drains and pipes in the said Flat 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 Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Parades or other structural members in the said Flat without the prior written permission of the VENDORS/DEVELOPER and/or the Society.
- 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 said Flat 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 Flat in the compound or any portion of the project land and the building in which the said Flat is situated.

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- vii. Not to remove or destroy the sign board/holding provided by the VENDORS/DEVELOPER indicating the name of the building “ESSEN WIND MILLS” displayed any portion of the complex/building and maintains the same throughout the life of the complex.
- vii. Pay to the VENDORS/DEVELOPER within fifteen days of demand by the VENDORS/DEVELOPER, 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 Flat 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 Flat by the PURCHASER/S for any purposes other than for purpose for which it is sold.
- ix. The PURCHASER/S shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Flat until all the dues payable by the PURCHASER/S to the VENDORS/DEVELOPER under this Agreement are fully paid up.

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- x. The PURCHASER/S shall observe and perform all the rules and regulations which the Society 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 Flat 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 shall also observe and perform all the stipulations and conditions laid down by the VENDORS/DEVELOPER/Society/Apex Body/Federation regarding the occupancy and use of the said Flat in the Buildings and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi. The PURCHASER/S shall be entitled to use the elevators, common areas and any other recreational facilities, if provided by the VENDORS/DEVELOPER, and such use shall be at the sole responsibility and risk of the PURCHASER/S or their family members and they shall abide by the rules and regulations framed by the VENDORS/DEVELOPER /Society /Apex Body/Federation or the ENTITY for this purpose.

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15. The VENDORS/DEVELOPER shall maintain a separate account in respect of sums received by the VENDORS/DEVELOPER from the PURCHASER/S as advance or deposit, sums received on account of the share capital for the promotion of the Maintenance Society or association or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said Plot and Building or any part thereof. The PURCHASER/S shall have no claim save and except in respect of the said Flat along with the proportionate indivisible share hereby agreed to be sold to him/her. All unsold or un-allotted inventory shall continue to remain the property of the VENDORS/DEVELOPER until sold/allotted. Provided it does not in any way affect or prejudice the right of the PURCHASER/S in respect of the said Flat the VENDORS/DEVELOPER shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the SAID PLOT and/or in the "ESSEN WIND MILLS".

17. VENDORS/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the VENDORS/DEVELOPER executes this Agreement he shall not mortgage or create a charge on the said Flat 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 who has taken or agreed to take such said Flat.

18. BINDING EFFECT

Forwarding this Agreement to the PURCHASER/S by the VENDORS/DEVELOPER does not create a binding obligation on the part of the VENDORS/DEVELOPER or the PURCHASER/S until firstly, the PURCHASER/S 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 and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the VENDORS/DEVELOPER. If the PURCHASER/S fails to execute and deliver to the VENDORS/DEVELOPER this Agreement within 30 (thirty) days from the date of its receipt by the PURCHASER/S and/or appear before the Sub-Registrar for its registration as and when intimated by the VENDORS/DEVELOPER

then the VENDORS/DEVELOPER shall serve a notice to the PURCHASER/S for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the PURCHASER/S, application of the PURCHASER/S shall be treated as cancelled and all sums deposited by the PURCHASER/S in connection therewith including the booking amount shall be returned to the PURCHASER/S without any interest or compensation whatsoever after deducting 10% of the amount paid to the VENDORS/DEVELOPER by the PURCHASER/S as liquidation damage.

19. **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 Flat/Building, as the case may be.

20. **RIGHT TO AMEND**

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS

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 of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

22. SEVERABILITY

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

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

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

24. **FURTHER ASSURANCES**

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

25. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the VENDORS/DEVELOPER through its authorized signatory at the VENDORS/ DEVELOPER Office, or at some other place, which may be mutually agreed between the VENDORS/DEVELOPER and the PURCHASER/S, after the

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Agreement is duly executed by the PURCHASER/S and the VENDORS/DEVELOPER 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.

26. The PURCHASER/S and/or VENDORS/DEVELOPER 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 VENDORS/DEVELOPER will attend such office and admit execution thereof.
27. That all notices to be served on the PURCHASER/S and the VENDORS/DEVELOPER as contemplated by this Agreement shall be deemed to have been duly served if sent to the PURCHASER/S or the VENDORS/DEVELOPER by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below

Name of PURCHASER: _____
(PURCHASERAddress):_____

Notified Email ID: _____

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VENDORS/DEVELOPER name:

Mr. Santhan Nanu On behalf of himself & Mrs. Vijaya S Nanu/
M/s. S. N. Constructions

M/S. S.N. CONSTRUCTIONS.

“Essen Empire” 4th floor,

OPP. KTC Bus Stand ,

Vasco Da Gama

Goa- 403802

Notified Email ID: _____

It shall be the duty of the PURCHASER/S and the VENDORS/DEVELOPER 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 VENDORS/DEVELOPER or the PURCHASER/S, as the case may be.

28. JOINT PURCHASERS

That in case there are Joint PURCHASERS all communications shall be sent by the VENDORS/DEVELOPER to the PURCHASER 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 PURCHASERS.

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29. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement & Conveyance Deed shall be borne by the PURCHASER/S.

30. Dispute Resolution: - Any dispute between parties shall be settled amicably. In case of failure to settle 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, there under.

31. 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

The VENDORS/DEVELOPER is not receiving more than 10% of consideration amount till this said agreement is duly registered.

Goods & Service tax or any other Government taxes shall be paid as per the charges made by the Government Authorities and will be binding on the PURCHASERS in time to time.

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 VENDORS/DEVELOPER.

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It is clearly agreed and understood that the responsibility/liability with respect to the common amenities of “ESSEN WIND MILLS” is exclusively that of the PURCHASER/S (including the PURCHASERS herein) of various premises in “ESSEN WIND MILLS” and/or of the ENTITY.

Pending formation of the Co-Operative Maintenance Society and as an interim arrangement i.e. for a period mentioned hereinafter, the PURCHASER/S have requested the VENDORS/DEVELOPER to act on their behalf for the purpose of meeting the following expenditure concerning common amenities, by setting off such expenditure against the money to be collected on annual basis towards recurring expenses:

- i. Common water charges;
- ii. Common electricity charges;
- iii. Lift Maintenance charges;
- iv STP Maintenance charges;
- v. Charges for entire remaining common facilities.
- vii. Backup power Generator maintenance charges
- viii. Electricity and water line maintenance operator's charges
- ix.. Remuneration of attendants and watchmen;
- x. Consumables for upkeep.
- xi. Such other amount as may be decided by the VENDORS/DEVELOPER at their sole discretion.

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The possession of the said Flat has not been handed over to the PURCHASER/S and the same shall be handed over after execution of appropriate document after receiving entire consideration.

The Executants declare that the subject matter of this agreement does not pertain to occupancies of persons belonging to Schedule Caste and Schedule Tribe.

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

SCHEDULE NO.I

DESCRIPTION OF THE SAID PROPERTY

All that there exists another rustic property known as **MOLLEACHI UDI** situated at Chicalim, Mormugao Taluka. This property is described in the conservatories of Salcete under the name "**MOLLEACHI UDI**" under No. 5150 at folio 17 (reverse) of Book B-21 (old series) and is inscribed in the Land Revenue Roll (Matriz) under No. 6 of the Village Chicalim, within the jurisdiction of Village Panchayat of Chicalim, Mormugao Taluka District of South Goa, State of Goa and is surveyed in the Land Revenue Records under survey No. 136/6 called "**MOLLADHI UDI**" or "**MOLO**" admeasuring 5900 sq. mts. The property bearing survey No. 136/6 is bounded as under:

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On the East: By survey No. 136/2

On the West: By survey No. 136/1

On the North: By survey No. 136/7 and

On the South: By water drain

SCHEDULE NO.II

(DESCRIPTION OF THE SAID FLAT NO.____)

Flat No. ____, on the ____ floor, in “ESSEN WIND MILL” having a Carpet area approximately ____ sq. mtrs. And exclusive carpet area of balcony admeasuring ____ sq.mtrsand Car Park no____, along with the proportionate share in the Common areas and . The SAID PREMISE is/are shown delineated in red boundary line in the plan annexed which is bounded as under :

On theEast:

On the West:

On the North:

On the South :

SCHEDULE NO.III

Premise No. : ____

Floor : ____

Carpet Area : ____ Sq mtrs.

Total Value:Rs. ____/-

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SCHEDULE OF PAYMENT

1. On booking& signing of Agreement	%
2. On completion of footings.	%
3. On completion of 1st Slab	%
4. On completion of 2ndslab	%
5. On completion of 3rdslab	%
6. On completion of 4th slab	%
7. On Completion of 5th slab	%
8. On Completion of 6thslab	%
9. On Completion of 7th slab	%
10. On Completion of 8th slab	%
11. On Completion of 9th/ Roof slab	%
12. On completion of external& internal masonry	%
13. On completion of plaster and finishing	%
14. On Completion of joineries, plumbing & Sanitation and painting floor finishing.	%
15. On virtual completion and handing over the flat _____	%

Total = 100%

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SCHEDULE NO.IV
(SPECIFICATIONS OF THE SAID SHOP/FLAT)

STRUCTURE:It is a R.C.C. framed structure of columns, beams and slabs.

EXTERNAL WALLS: Super structure masonry will be constructed with laterite stone/ cement concrete block/AAC Block in 200mm thick including necessary filling of joints, curing etc. complete.

INTERNAL/PARTITION WALLS: Partition wall will be constructed with half brick / cement concrete block/AAC block in 100mm including filling joints etc complete

INTERNAL PLASTER: Internal walls and ceiling will be plastered with cement mortar & finished with wall putty / or finished directly with the gypsum plaster over masonry other than the area for dado tiles including finishing, curing etc. complete.

EXTERNAL PLASTER: External wall will be plastered in two coats cement mortar including using necessary waterproofing compound as per manufacturer specification with sponge finish, curing etc. complete.

WATERPROOFING: The flat terrace and the sloping roof slab if any will be treated with cement based waterproofing treatment.

DOORS: Main door frame will be of teak wood/factory made and shutter will be of fully factory made flush door finished with both side decorative laminate and covered with teak wood beading all four edges & fixed with Brass/ S.S butt hinges, one each Godrej lock or equivalent will be provided. All other doors frame including balcony and toilets will be of well seasoned matti/sal wood/factory made in required size and the shutter will be of factory made flush door finished both side with decorative laminate covered with teak wood beading all four edges and frame will be painted with oil paint and provided with a Godrej Tubular lock or equivalent

WINDOWS: Windows will be of powder coated Aluminium alloy system/ or UPVC sliding and glassed with 4mm thick plain /pinned glass and provided with necessary locking arrangement. Toilet window will be powder coated aluminium adjustable louvers / open able cum fixed with 4 mm frosted glass.

DÉCOR: External wall will be painted and finished with emulsion waterproofing paint and internal wall and ceiling will be finished with Acrylic Oil Bound Distemper including necessary primer. (make- Asian paints, Berger paints or equivalent)

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FLOORING: The entire floor other than toilets/bath will be finished with 600x600 mm vitrified tiles with wall skirting upto the height of 100mm and finished with necessary pigments. (The average landing cost of the tiles at Rs.450.00 per square meter.)

TOILETS: Toilet floor will be provided with anti-skid ceramic tiles 8" x 8"/12" x 12" and the dado will be finished with 8" x12" glazed ceramic tiles upto the height of 2.1mtr.All sanitary fittings will be white in colour fitted and finished with necessary fittings. Bath arrangement will be of hot and cold with provision for geyser and provided with head shower, bucket taps etc. The floor area will be segregated for wet and dry at the location possible.(**Sanitary/bath Fittings – Cera, Jaquar or equivalent brand.**)

PLUMBING: Plumbing will be carried out through medium class APVC / PVC / UPVC Pipe for hot and cold water flow arrangement.

SANITATION: Sanitation will be carried out through SWR/SW pipe and connected to the STP system through necessary inspection chambers or connected to the PWD sewerage line if available at the time of completion of the project.

WATER SUPPLY: Water will be supplied through common overhead water tank which will be provided over the roof of the building. Common Sump tank with pumping arrangement will be provided for the use of entire building.

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KITCHEN PLATFORM: The Kitchen will have a cooking platform with black granite top. Stainless steel sink with single bowl and wall backing platform 60cms Ceramic tiles or equivalent lining above the platform will be provided.

LIFT: The passengers and goods lift shall be installed and commissioned make of KONE Elevators/Schindler or equivalent brand.

ELECTRICAL INSTALLATION:

3 phase electrical connection with premium quality concealed wiring and modular switches of Anchor or equivalent brand.

The installation shall be in concealed wiring as follows:

i) Bedroom:

All bedrooms will have 2 light points, 1 fan point, 1 AC point and 2 5AMP points.

ii) Living / Dining :

3 light points, 2 fan points, 1 T. V. point, 2 5AMP points, 1 telephone point, 1 bell point.

iii) Kitchen:

1 light points, 1 15AMP points, 2 5AMP points.

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iv) Toilet:

2 light points, 1 15amp power point for geyser, 1 5amp plug point for exhaust.

v) Kitchen balcony:

1 15amp point, 1 light point

vii) Balcony:

1 light point.

General:

The PURCHASER shall obtain their electric connection from the electricity department for which the requisite meter deposit/service charges and such other expenses shall be paid by the PURCHASER/S.

The VENDORS/DEVELOPER shall only provide the PURCHASER/S with the required electrical test report which is sufficient for obtaining electrical connection.

: 58 :

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

SIGNED AND DELIVERED BY THE WITHIN NAMED
VENDORS/ BUILDER OF THE FIRST PART

MR. _____

(Authorised Signatory for M/s. S.N Constructions)

PHOTOGRAPH OF **MR.** _____

LEFT HAND

RIGHT HAND

FINGER PRINTS

FINGER PRINTS

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

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SIGNED AND DELIVERED
BY THE WITHIN NAMED
PURCHASER/S
OF THE SECOND PART

Mr.

PHOTOGRAPH OF **Mr.**

LEFT HAND
FINGER PRINTS

RIGHT HAND
FINGER PRINTS

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

WITNESSES:

1. _____

2. _____

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ANNEXURE

Name of the Attorney at Law/Advocate-

Adv. Ulhas G. Shetye.

Address : Melquiedes Bldg Vasco Da Gama – Goa

Date : .

Title Report

Details of the Title Report

All that there exists another rustic property known as **MOLLEACHI UDI** situated at Chicalim, Mormugao Taluka. This property is described in the conservatoria of Salcete under the name **“MOLLEACHI UDI”** under No. 5150 at folio 17 (reverse) of Book B-21 (old series) and is inscribed in the Land Revenue Roll (Matriz) under No. 6 of the Village Chicalim, within the jurisdiction of Village Panchayat of Chicalim, Mormugao Taluka District of South Goa, State of Goa and is surveyed in the Land Revenue Records under survey No. 136/6 called **“MOLLADHI UDI” or “MOLO”** admeasuring 5900 sq. mts. The property bearing survey No. 136/6 is bounded as under:

On the East: By survey No. 136/2

On the West: By survey No. 136/1

On the North: By survey No. 136/7 and

On the South: By water drain

(signed)

Signature of Attorney-at-Law/Advocate

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ANNEXURE -B

(Authenticated copies of Form I & XIV or any other revenue record showing nature of the title of the VENDORS/DEVELOPER to the project land).

ANNEXURE -C

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

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the PURCHASER 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)