



**AGREEMENT FOR DEVELOPMENT/SALE**

THIS AGREEMENT is made on this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_ of the year Two Thousand and Eighteen.

B E T W E E N

1. Mr. VINAYAK alias RAHUL DINANATH NAIK, son of late Shri. Dinanath Rama Naik, aged about 42 years, married, businessman, HOLDER OF pan card No. ABDPN8836B and resident of Flat No. 317, Vasant Arcade, 3<sup>rd</sup> Floor, Behind Police Station, Margao Goa; hereinafter jointly referred to as “the DEVELOPER” (which expression, unless repugnant to the context or meaning thereof, shall mean and include their heirs, legal representatives, administrators, executors, and assigns) of the FIRST PART;

A N D

2. MR/MISS-----

A N D

3. Mrs. SAYEE RAHUL NAIK, daughter of Mr. Datta Poi Raiturkar, aged about 36 years, married, housewife, holder of Pan Card No. ABDPN 8839Q both Indian Nationals and both residents of Flat No. 317, Vasant Arcade, 3<sup>rd</sup> Floor, Behind Police Station, Margao Goa; hereinafter jointly referred to as “the SELLERS” (which expression, unless repugnant to the context or meaning thereof, shall mean and include their heirs, legal representatives, administrators, executors, and assigns) of the ONE PART;

WHEREAS there are four different properties existing within the Margao Municipal area which are mentioned in the following descriptions made at “A”, “B”, “C” and “D” in SCHEDULE I hereinbelow and which are adjoining to each other;

AND WHEREAS as per the Deed of Partition executed on 26<sup>th</sup> October, 1983 and recorded in the Office of the Sub Registrar of Salcete, Margao at pages 349 to 360 of Book No. I, volume no. 299 all the above four properties aggregated as one property and is described under “E” hereinbelow;

AND WHEREAS the said aggregated properties under letter “E” hereinbelow were divided into three parts of which one part is described under “F” hereinbelow and the same was allotted to Smt. Lata Dinanath Naik and her late husband Shri. Dinanath Rama Naik and thereafter the said part described under letter “F” was further sub divided into different plots by entrusting the development of the said part to M/s SITARA REAL ESTATES;

AND WHEREAS as per the Deed of Partition executed on 26<sup>th</sup> October, 1983 in the Office of the Sub Registrar of Salcete, Margao at pages 349 to 360 of Book No. I, Volume no. 299 the property described in the Letter – “E” is divided into three parts of which the part “A” is fully described in Letter –“F” and was allotted to the Smt. Lata Dinanath Naik and her late husband;

AND WHEREAS by an Agreement of Development executed on 19-08-1991 between Shri. Dinanath Rama Naik and his wife with M/s SITARA REAL ESTATE, the addition mentioned as A and comprising of Chalta No. 1(A) of P. T. Sheet No. 293, Chalta No. 13, 14(A), 15, 16, 17, 21 of P. T. Sheet No. 293 and Chalta No. 44 of P. T. Sheet No. 281 of Margao City Survey record and now re-surveyed under Chalta nos. 13, 15, 16, 17, 21, 45, 46 and 47 of P. T. S. No. 293, Chalta nos. 17, 18 and 21 of P. T. Sheet No. 282 and Chalta nos. 44, 46, 47 and 48 of P. T. S. No. 281 was given for development;

AND WHEREAS after the sub-division was done, some of the plots were sold jointly by the Owners and the Developers and after the death of late Shri. Dinanath Rama Naik an addendum was executed on 30-09-2005 between the parties hereto with the said Developer whereby the plot nos., 14, 15, 16, 17, 18, 22 and 23 are allotted to the owners and the plot nos. 10, 12 and 13 are allotted to the said Developer namely M/s SITARA REAL ESTATE, and the plots which are marked for the settlement of mundkar/tenant/structure are bearing nos. 19, 20 and 21 and the said claim of the mundkar/tenant/structure over these plots are to be settled by the Developer;

AND WHEREAS the plot no. 1, wherein there is building known as RAMSONS MOTOR HOUSE and its workshop, belongs exclusively to the owners and, therefore, the same was not the subject matter of the Addendum to the agreement executed on 30-09-2005;

AND WHEREAS the development was partly carried out by M/s SITARA REAL ESTATES in the land surveyed under Chalta nos. 17, 18 and 21 of P. T. Sheet No. 282;

WHEREAS the Plot no. 1 of the property, more particularly described in Letter "F" hereinabove alongwith the building known as Ramsons Motor House and its workshop, which was constructed in the year 1965, and the said plot is bounded on the East by 8.00 mts. wide road, on the West by the National Highway No. 17, on the North by the property of Shri. Luis Brito and others and on the South by the 10.00 mts. wide road and the area of the plot is 2660 sq. mts. and 47.00 sq. mts. additional area from the triangular plot thereby totalling 2707 sq. mts.;

AND WHEREAS by virtue of the Judgment and Decree passed on \_\_\_\_\_ in the Special Civil Suit No. \_\_\_\_\_ by the Court of the IInd Additional Civil Judge Senior Division, Margao, the said Plot No. 1 was allotted in the Partition to Shri. Vinayak alias Rahul Dinanath Naik and his wife Smt. Sayee Rahul Naik and accordingly they became the owners in possession of the said Plot no. 1;

AND WHEREAS the DEVELOPER and the CONFIRMING PARTY are the owners of the said Plot No. 1 and the DEVELOPER have started developing the said plot no. 1 by carrying on the construction of the buildings thereon consisting of shops/garages/offices/workshops etc.;

AND WHEREAS the PURCHASER has approached the DEVELOPER to purchase/acquire one of premises in the above said project, namely shop/office and more particularly in the land which is described in SCHEDULE II hereinbelow, which premises is more

fully described in the SCHEDULE-III hereinafter appearing (hereinafter referred to as “the said premises”).

AND WHEREAS the DEVELOPER have agreed to sell/transfer for the PURCHASER the said premises, on the terms and conditions hereinafter appearing: -

AND WHEREAS the Office of the Urban Health Center, South Goa-Margao Goa, Has issued a No Objection certificate from the sanitary point of view dated 25/02/2013 under no. UHCM/NOC/12-13/2072.

AND WHEREAS the Office of the Margao Municipal Council, Margao-Goa had issued a Construction Licence under No. A/114/2012-13 dated 01/03/2013 for construction of a Commercial Building in the above Chalta no. 45 of P.T. Sheet 293 of City Survey Margao, which came to be renewed under Licence No. A/114/2012-13 dated 27/04/2017, for extension till 01/03/2019.

AND WHEREAS the Architect, Miss. Deborah L Rodrigues, having No. AR/0005/2010 has issued a Estimate for construction of a Commercial Building in the above Chalta no. 45 of P.T. Sheet 293 of City Survey Margao.

AND WHEREAS the Sub Registrar of Salcete Goa has issued a Nil Encumbrance Certificate for the above Chalta no. 45 of P.T. Sheet 293 of City Survey Margao, under Certificate No. 2234 of 2015 dated 02/09/2015.

AND WHEREAS the Directorate of Fire and Emergency Services, St.Inez- Goa has issued a No Objection Certificate for the above

Chalta no. 45 of P.T. Sheet 293 of City Survey Margao, under Certificate No. DFES/FP/C-1/3/12-13/334 dated 26/02/2013, to the Builder/Developer herein.

AND WHEREAS the Promoter has appointed a structural Engineer Madhav Kamat & Associates for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the above deeds of conveyance executed the Builder/Developer has sole and exclusive right to sell the Shops/Offices in the said building/s to be constructed by the Builder/Developer on the project land and to enter into Agreement/s with the allottee(s)/s of the Shops/Offices to receive the sale consideration in respect thereof.

ANDWHEREAS the Builder/Vendor, accordingly, is carrying out the construction of a Complex identified as Sitara Atrium comprising of 57 shops/Offices, in the said Project.

AND WHEREAS on demand from the allottee, the Builder/Developer has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Miss. Deborah L Rodrigues 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. Uday Chodenkar, having Office at 2<sup>nd</sup>Floor, Apna Bazar, Margao-Goa dated 14/03/2013, showing the nature of the title of the promoter to the project land on which the Shops/Offices are constructed or are to be constructed have been annexed hereto as exhibit B

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Competent Authority have been inspected by allottee and has satisfied himself in all respect and have been annexed.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been inspected by allottee and has satisfied himself in all respect and have been annexed.

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

AND WHEREAS the promoter 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 Promoter 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 Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Shop/ Office No. .... on .....floor in the said Project.

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 Shop/Office for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment. Such carpet area is calculated on bare shell basis, prior to application of any finishes/ finishing material and is subject to tolerance of +/- 4% on account of structural, design and construction variances.

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 Allottee has paid to the Promoter a sum of Rs..... (Rupees ..... ) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has/will register the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 and rules framed thereunder with the Real Estate Regulatory Authority under no.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, 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 Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Shop/Office) and the garage/covered parking(if applicable)

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

1. The Promoter shall construct the said building/s consisting of Basement, Ground and 5 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 Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Shop/ Office of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

Provided Further that the promoter may make such minor additions or alterations as may be required by the allottee, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorised Architect or Engineer after proper declaration and intimation to the allottee.

- 1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Shop/ Office No. .... of the type ..... of carpet area measuring ..... sq. metres. The Shop/ Office 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 Shop/ Office ") as shown in the Floor plan thereof hereto annexed for the consideration of Rs. .... which include 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 if allotted to said unit is exclusive / dedicated parking, single parking only. And is on first come first serve basis .and the dedicated parking is completely occupied.

(iii) The units which have been allotted parking will be sold/allotted with the unit Shop/ Office for 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 Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking/ Garage spaces bearing Nos \_\_\_\_ situated at \_\_\_\_\_ Basement and/or stilt and /or \_\_\_\_ podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_/-.

(v) the allottee is aware that as a part of the building and as a common amenity, the promoter is constructing Basement, Ground +5 floors which consist of several car parking spaces to be used by the allottees of the unit of the building/s. At the request of the allottee, the promoter hereby allocates to the allottee car parking space as set out in annexure-D, hereto (herein after referred to as "the said car parking spaces"). The exact location of the car parking spaces allocated to the allottee shall be finalized by the promoter at the time of handing over the possession of the unit. The allottee is aware that the promoter has in the like manner allocated and shall be allocating other car parking spaces of the several allottees of the unit in the building and undertakes not to raise any objection in that regards and the rights of the allottee to raise any such objection shall be deemed to have been waived. The allottee hereby further warrants and confirm that the allottee shall upon information of the ultimate organization and /or execution of conveyance, as contemplated herein, cause such ultimate organisation/Federation/society to confirm and ratify and shall not and /or shall cause the ultimate organisation not to alter or change the allocation of car parking spaces in the manner allocated by the promoter to the various allottees (including the allottee herein) of the unit in the building.

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

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

1(c)(ii) It is hereby expressly agreed that notwithstanding that the purchaser approaches has approached by Bank/s Financial institution for availing of a loan in order to enable the allottee to make payment of the total consideration or part thereof in respect of the unit to the promoter and / or mortgaged/mortgages the unit with such Banks/Financial institutions (which is to be subject to issuance by the promoter of a No Objection letter in favour of such Bank/Financial institution) for the repayment of the loan amount, it shall be the sole and entire responsibility of the allottee to ensure that the timely payment of the total consideration or the part of thereof and / or the amount payable hereunder. Further, the promoter shall not be liable or responsible for the repayment to such Bank / Financial institution of any such loan amount or any part thereof taken by the allottee. All cost/s in connection with the procurement of such loan and mortgaged of the unit and payment of charges to banks, institution, shall be solely and exclusively born and incurred by the allottee. Notwithstanding the provision hereof, it is clarified that until all the amounts( including the total consideration, contribution , CAM charges, property tax, society and other charges, any other cost, expenses, penalties payable on or before the date of offer of possession (for Fit Outs) payable hereunder have not been paid , the promoter shall have lien on the unit to which the allottee has no objection and hereby waives his right to raise any objection in that regard.

1(c)(iii) The purchaser hereby expressly agrees that so long as the aforesaid loan remains unpaid/outstanding, the allottee subject to the terms hereof shall not sell , transfer, let out and /or deal with the unit in any manner whatsoever without obtaining prior written permission of the promoter and /or such Banks /Financial institution, The promoter

shall not be liable for any of the acts or omission or commission of the purchase which are contrary to the terms and condition governing the said loan. It shall be the responsibility of the allottee to inform the ultimate organisation/federation about the lien/charge of such bank /financial institution and the promoter shall not be liable or responsible for the same in the manner whatsoever.

1(c)(iv)The purchaser shall indemnify and keep the indemnified the promoter and its successors and assigns from and against all claims, costs, charges, expense, damages and losses which thepromoterand its successors and assigns may suffer or incur by reason or any action that such Bank /Financial institution may initiate or account of such loan or for the recovery of the loan Amount or any part thereof or on account of any breach by the allottee of the term and condition governing the said loan in respect of the unit.

1(c)(v)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 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 shall, however, on such termination, refund to the UNIT HOLDERS the amounts, if any,excluding interest , GST and any other tax's, which may have till then been paid by the UNIT HOLDERS to the Builder/Vendor, after forfeiting an amount of Rs. 5,00,000 /- ( Rupees Five 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 Promoter by way of Infrastructure tax, GST and Cess or any other taxes which may be levied, in connection with theconstruction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment].

1(e) The purchaser agrees that all levies ,cess taxes (direct or indirect) assignments of any nature whatsoever (present or future) , including but not limited to service tax and value

added tax (VAT) GST, Stamp Duty, registration Charges as are or maybe applicable and /or payable on the total consideration, society and other charges in respect of the unit or otherwise shall be solely and exclusively borne and paid by the allottee.

- 1(f) 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the 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 Allottee, which shall only be applicable on subsequent payments.
- 1(g) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the 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 Allottee by the Promoter.
- 1(h) The Promoter shall confirm the final carpet area that has been allotted to the 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 Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by 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 Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the 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(i) The UNIT HOLDERS agrees to pay the Builder/ Vendor Rs. 50,000/- as onetime non-refundable deposit towards the installation of transformer, electric meter, cable, water meter etc.
- 1(j) The UNIT HOLDERS agrees to pay the Builder/ Vendor Rs. 15,000/- as a non-refundable amount towards legal charges.
- 1(k) The Allottee authorizes the 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 Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

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

- 1(L) The allottee, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in ForeignExchange Management Act, 1999, Reserve Bank of India act and rule made there under or statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the promoter with such permission, approvals which would enable the promoter to fulfil its obligations under this agreement. Any refund , transfer of security if provided in terms of the agreement shall be made in accordance with the provisions of the foreign exchange



management act, 1999 or statutory enactment's or amendment's thereof and the rules and regulations of the reserve bank of india or any other applicable law. The allottee understands and agrees that in the event of any failure on his /her part to comply with applicable guidelines issued by the reserve bank of india, he/she shall be liable for any action under the foreign exchange management act, 1999 as amended from time to time. The promoter accepts no responsibility/liability in this regard. The allottee shall keep the promoter fully indemnified and harmless in this regards Whenever there is any change in the residential status of the allottee subsequent to the signing of this agreement, it shall be the sole responsibility of the allottee to intimate the same in writing to the promoter immediately and comply with necessary formalities if any under the applicable laws. The promoter shall not be responsible towards any third party making payment /remittances on behalf of any allottee and such third party shall not have any right in the application/allotment of the said unit applied for herein in any way and the promoter shall be issuing the payment receipts in favour of the allottee only.

- 2.1 The 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 Shop/ Office to the Allottee, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the Shop/ Office.
- 2.2 Time is essence for the Promoter as well as theAllottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may besubject to all the allottees have paid all the consideration and other sums due and payable to the promoters as per the agreement. Similarly, the Allottee shall make timely payments of the

instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Area Ratio available as on date in respect of the project land is ..... square meters only and Promoter has planned to utilize Floor Area Ratio of \_\_\_\_\_ 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 Promoter has disclosed the Floor Space Index of \_\_\_\_\_ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Shop/ Office based on the proposed construction and sale of Shop/ Office to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Shop/ Office] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee shall be bound and agrees to pay to the Promoter, interest at the rate 2% + prevailing highest MCLR rate of State Bank of India, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by

concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, at the time of booking 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 Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of sixty days of the termination, the instalments of sale consideration of the Shop/ Office which may till then have been paid by the Allottee to the Promoter and the Promoter shall not be liable to pay to the Allottee 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 Promoter in the said building and the Shop/ Office as are set out in Annexure, annexed hereto.
6. The Promoter shall give possession of the Shop/ Office to the Allottee on or before 31 day of March 2020, with extension of 12 months. Date not exceeding project end date as mentioned in the application for RERA registration. If the Promoter fails or neglects to give possession of the Shop/ Office to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the 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 Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Shop/ Office on the aforesaid date, if the completion of building in which the Shop/ Office 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) Non availability of steel, cement, other building material, water or electric supply, or
- (iv) labour problems, shortage of water supply or electric power, or
- (v) non delivery of possession is as a result of any notice, order, rule or notification of the government and / or any other public competent authority or of the court or on account of delay in issuance or non-issuance or receipt of N.O.C.'S , licence, occupancy certificate, approvals etc.or non-availability of essential amenities, service and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reasons technical or otherwise or for any reasons beyond the control of the company, or
- (Vi) Delay in receipts of documents and / or Approvals.

7.1(A) Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Shop/ Office, to the Allottee in terms of this Agreement to be taken within one month from the date of issue of such notice and the Promoter shall give possession of the Shop/ Office to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the

provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

- (B) Transfer charges are applicable at the rate of Rs.2500/-sq.mt.Upon obtaining Occupancy Certificate the Builder/Vendor shall execute/get executed the Conveyance of the said Unit along with undivided proportionate Share of land at the cost of the UNIT HOLDERS in the names of various the UNIT HOLDERS applicable at the market rate prevailing thereon and exclusively to be decided by the developer only.

7.2 The Allottee shall take possession of the Shop/ Office within 15 days of the written notice from the promotor to the Allottee intimating that the said Shops/Offices are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of [Shop/ Office] upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the [Shop/ Office] from the Promoter by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Promoter shall give possession of the [Shop/ Office] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such 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 Shop/ Office to the Allottee, the Allottee brings to the

notice of the Promoter any structural defect in the Shop/ Office or the building in which the Shop/ Office t are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. In case the allottees carry out any work within the Shop/ Office after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining Shops/Offices/s, then in such an event the promoter shall not be liable to rectify or pay compensation. But the 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 Allottee shall use the Shop/ Office or any part thereof or permit the same to be used only for purpose of commercial activity only. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The Allottee along with other allottee(s) of Shop/ Office in the building shall join in forming and registering the Society or Association or a Limited Promoter to be known by such name as the 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 or Limited Promoter and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the 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 Co-operative 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 Promoter to the Allottee that the Shop/ Office is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Shop/ Office) of outgoings in respect of the project land and Building/s 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, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the association of allottees is formed and the maintenance of the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly/yearly contribution of Rs. 40 Per sq.mt on carpet area upper month towards the outgoings. The 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 Allottee shall be regarded as the default on the part of the Allottee and shall entitle the promoter to charge interest on the dues, in accordance with the terms and conditions contained herein.
10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :
- (i) Rs. **20,600** for share money, application entrance fee of the Society or Limited Promoter/Federation/ Apex body.
  - (ii) Rs. **20,000/-** for formation and registration of the Society or Limited Promoter/Federation/ Apex body.
  - (iii) Rs. **7500/-** for proportionate share of taxes and other charges/levies in respect of the Society or Limited Promoter/Federation/ Apex body

(iv) Rs. ....for deposit towards provisional monthly contribution towards outgoings of Society or Limited Promoter/Federation/ Apex body.

(v) Rs**10,000/-** For Deposit towards Water, Electric, and other utility and services connection charges

(vi) Rs**50,000/-** for deposits of electrical receiving, transformer and Sub Station provided in Layout

(vi) Rs. **15,000/-** as legal charges.

(vii) Rs. **10,000/-** as infrastructure Tax.

(viii) Rs. **10,000/-** as Corpus in respect of the Society or Limited Promoter/Federation/ Apex Body.

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

11. The Allottee shall pay to the Promoter a sum of Rs. 15000/- for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Promoter in connection with formation of the said Society, or Limited Promoter, 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.
12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Promoter on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body 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 Apex Body or Federation.



### 13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The 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 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 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/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 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 Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Shop/ Office] which will, in any manner, affect the rights of Allottee under this Agreement;
  - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Shop/ Office] to the 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 allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
  - x. The 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 Promoter in respect of the project land and/or the Project except those disclosed in the title report.
14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Shop/ Office may come, hereby covenants with the Promoter as follows :
- i. To maintain the Shop/ Office at the Allottee's own cost in good and tenantable repair and condition from the date the possession of the Shop/ Office is taken and shall not do or suffer to be done anything in or to the building in which the Shop/ Office 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 Shop/ Office is situated and the Shop/ Office itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Shop/ Office 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 Shop/ Office 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 Shop/ Office is situated, including entrances of the building in which the Shop/ Office is situated and in case any damage is caused to the building in which the Shop/ Office is situated or the Shop/ Office on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Shop/ Office and maintain the Shop/ Office in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Shop/ Office is situated or the Shop/ Office 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 Allottee committing any act in contravention of the above provision, the 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 Shop/ Office 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 Shop/ Office or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Shop/ Office is situated and shall keep the portion, sewers, drains and pipes in the Shop/ Office 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 Shop/ Office 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 Shop/ Office without the prior written permission of the Promoter and/or the Society or the Limited company. Not to put any wire , pipe, grill, plant, outside the unit and not to dry any clothes and not to put any articles outside the unit or the windows of the unit.

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 Shop/ Office 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 Shop/ Office in the compound or any portion of the project land and the building in which the Shop/ Office is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, 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 Shop/ Office 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 Shop/ Office by the Allottee for any purposes other than for purpose for which it is sold.

ix. The 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 Shop/ Office until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Promoter 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 Shops/Offices 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 Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Promoter/Apex Body/Federation regarding the occupancy and use of the Shop/ Office 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.

Xi. Not to put any claim in respect of the restricted amenities, stilt parking, hoarding, garden attached to other unit on terraces and the same are retained by the promoter as restricted amenities. The allottee is aware that certain part of the building shall be allocated for exclusive use of certain user/resident. The price of the unit has been determined taking this into consideration and the allottee waives this right to raise any dispute in this regard.

Xii. Allottee has agreed that in the event that the federation or ultimate organisations (if applicable) and ultimate organisation (if no federation is applicable) has been formed but there is/are unit/s in the buildings that are not sold by the promoter, till such time that such unsold units is / are sold/leased , the property tax for such unsold unit shall be payable by the promoter as charged by the competent authorities and the common area maintenance charges shall be payable by the promoter. For such unsold unit from the date of handover to the ultimate organisation by the promoter. It is hereby agreed by the allottee ( and the allottee shall cause the ultimate organisation/federation to agree and ratify) that the promoter shall have the unconditional and irrevocable right to sale, transfer, lease, encumber and / or

create any right, title or interest in the unsold units without any consent /no objection of any nature whatsoever in this regards from the ultimate organisation/federation and such allottee of such unsold units shall be and shall be deemed to be a member of the ultimate organisation/federation. The allottee hereby agrees that it shall forthwith admit such unit allottee of the builder/promoter as their allottee and /or shareholders and shall forthwith issue shares certificates and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging/recovering from them any fee, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the allottee/leases occupants of this unsold units shall enjoy and shall be entitled to enjoy all rights and privileged with respect to the use of the common areas, amenities and facilities at par with any other member of the ultimate organisation / federation.

Xiii. The allottee hereto agrees and acknowledges that at the time of handover of the ultimate organisation /federation the promoter shall earmark certain parking spaces for use by such unsold units and the allottee hereby agrees and shall cause the ultimate organisation/federation to ensure that this car parking space are kept available for use by the allottees/occupants of the unsold units.

Xiv. Nothing contained in this agreement is intended to be or shall be construed as the grant, demise or assignment in law of the unit or of the said property and building or any part thereof. The allottee shall have no claim with regards the open spaces, parking spaces, lobes, staircase, terraces, gardens attached to the another unit recreation spaces etc. Save and except in the respect of the unit hereby agreed to be sold to him/her/them as set out herein.

Xv. All notices to be served on the allottee contemplated by this agreement shall be deemed to have been duly served if sent to the allottee by registered post A.D. / under certification or posting at the addresses specified in Annexure "----

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Promoter 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 Shops/Offices or of the said Plot and Building or any part thereof. The 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 promoter until sold/allotted.
  
17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE  
 After the Promoter executes this Agreement he shall not mortgage or create a charge on the \*[Shop/ Office] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/plot].
  
18. BINDING EFFECT  
 Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned SubRegistrar as and when intimated by the

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

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, 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 Shops /Offices, 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 ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Shop/ Office], in case of a transfer, as the said obligations go along with the [Shop/ Office] 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 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the [Shop/ Office] to the total carpet area of all the [Shops/Offices] in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective allottees.

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 Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the

execution, the said Agreement shall be registered at the office of the Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

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

Name of Allottee: \_\_\_\_\_

(Allottee's Address): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

M/s Promoter name: \_\_\_\_\_

(Promoter Address): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

28. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottees.

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.
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, thereunder.
31. GOVERNING LAW
  - 31.1 If any dispute or difference arise between the parties at any time relating to the construction or interpretation of this agreement or any terms or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the agreed Party shall notify the other party in writing thereof, and the parties shall endeavour to resolve the same by mutual discussions and Agreement
  - 31.2 If the dispute or difference cannot be resolved within the period of seven (7) days, from the notice of the aggrieved Party, then the disputes shall be referred to Arbitration. Arbitration shall be conducted in Goa, India in accordance with the provisions of the arbitrations and conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in the English language. The arbitration shall be conducted by sole arbitrator who shall be appointed by the promoter.

- 31.3 The decision of the arbitrator shall be in writing and shall be final and binding on the parties. The award may include costs, including reasonable attorney fees and disbursements. Judgement upon the award may be entered by the courts in Goa.
- 31.4 This agreement and rights and obligations of the parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder.
- 31.5 This agreement shall be govern and interpreted by and construed in accordance with the laws of India. The courts at Goa alone shall have exclusive jurisdiction over all matters arising out of or relating to this agreement.
- 31.6 Any delay tolerated or indulgence shown by the promoter in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of instalment to the promoter by the promoter shall not be construed as a waiver on the part of the promoter of any breach or non-compliance of any other terms and conditions of this Agreement by the allottee nor the same shall in any manner prejudices or affect the right of the promoter.
- 31.7 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
- 31.8 If at any time, any provision of this agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity enforceability in that jurisdiction or any other jurisdiction of any other provisions of this agreement or the legality , validity or enforceability under the law and all other provisions of the agreements shall survive.
- 31.9 The parties shall negotiate in the good faith to replace such unenforceable provision so as to give effect nearest the provision being replaced, and that preserves the party's commercial interest under this agreement.

- 31.10 Any delay tolerated or indulgence shown by the promoter in enforcing any of the term of this agreement or any forbearance or extension of time for payment of instalment to the allottee by the promoter shall not be construed as a waiver on the part of the promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the allottee nor the same shall in any manner prejudice or affect the rights of the promoter.
- 31.11 The parties agree that the agreement, schedules, annexures and exhibits and amendments thereto, constitute the entire understanding between the parties concerning the subject matter hereof. The terms and conditions of this agreement override super shades, cancels any prior oral or written all agreement, negotiation, commitment, writing, discussion, representation and warranties made by the promoter in any documents, brochures, advertisements hoarding, etc. and / or through any other medium herein before agreed upon between the promoter and the allottee which may in any manner be consistent with what is stated herein. This agreement shall not be amended or modified except by a writing signed by both the parties.

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.

Schedule Above Referred to

#### SCHEDULE I

“A”

Grove of palm trees known as “COLMOROD”, situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of South Goa and described in the Land Registration Office of Salcete under number 10111 at page 82 of Book B 26 new series and enrolled in the Matriz records of the Taluka Revenue Office of Salcete under no. 1051 and bounded on the east by the paddy field of the Comunidade of Margao and others, on the West with public nalla and property of Roque de Noronha and others, on the North by the property of Shri. Filipe Basilio and on the south by the property of Shri. Camilo Andrade and Bascora Sinai Quencro.

#### “B”

Property known as “RAQUESMORODA” of the cultivation of coconut trees and other trees and of cultivation of paddy field situated at Navelim within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of south Goa and described in the Land Registration Officer of Salcete under no. 23047 at page 77 of Book B 59 new series and enrolled in the Matriz records of the Taluka Revenue Office of Salcete under no. 1052 and bounded on the East, West and South by the property Colmoroda, described in the Land Registration Office of Comarca of Salcete under no. 4641 new series of Bernardo Antonio Gomes and Jose Antonio Gabriel Mergulhao and on the North with the paddy field of Cacaviro of Comunidade of Margao.

“C”

Property of the cultivation of coconut trees known as “COLMORODA” in two additions adjoining to each other, situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of South Goa and State of Goa and described in the Land Registration Office of Comarca of Salcete under no. 2051 at page 59 of Book B 31 new series and enrolled in the Matriz records of the Taluka Revenue Office of Salcete under no. 146 and bounded on the East by the property of Shri. Joao Minguel do Rosario Gomes, on the West by the paddy field of the Comunidade of Margao, on the North by the property of the heirs of Shri. Luis Santana Pacheco and on the South by the property and residential houses of Filipe Torres and Shri Joao Miguel do Rosario Gomes.

“D”

Property known as “COLMORODA FIRST ADDITION” of the cultivation of coconut trees situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of South Goa and State of Goa and described in the Land Registration Office of Comarca of Salcete under no. 10625 at page 141 of Book B 27 new series and enrolled in the Matriz records of the Taluka Revenue Office of Salcete under no. 1060 and bounded on the east with grove of palm trees of Shri. Joao Minguel do Rosario Gomes, on the West with high way road, on the North with

grove of palm trees of Jose Luis Caetano da Cunha Alvares and on the South with grove of palm trees of heirs of Naraina Sinai Quirtonim.

#### “E”

Property known as “COLMOROD” and “RAQUESMOROD” of the cultivation of paddy field and barren land, situated at Navelim, within the limits of Margao Municipal area, taluka and Sub District of Salcete, District of south Goa and State of Goa and described in the Land Registration office of Comarca of Salcete under no. 10111 at page 82 of Book B 26 new series under no. 23047 at page 77 of Book B 59 new series, No. 12051 at page 59 of Book B 31 new series and No. 110625 at page 141 of Book B 27 new series and enrolled in the Matriz records of the Taluka Revenue Office under nos. 1051, 1062, 146 and 1060 respectively and bounded on the East by nalla after which lies the property of Sadanand Borkar and that of the Comunidade of Margao, on the west by National road Margao – Canacona and the property of Sri. Roque Santan Dias and of Shri. Luis Brito, on the North by the paddy field of Comunidade of Margao and the property of Shri. Herculano Soares and nalla after which lies the property of Comunidade of Margao and on the South by the property of the Comunidade of Margao and of Shri. Minguel Barreto, Filipine Xaviaer, Maria Fernandes, Rosario Xavier and of Shri. Gopal M. Nagvenkar.

#### “F”



The said addition A constitutes itself a separate and distinct unit or property and it is bounded on the East by the property of Shri. Herculano Soares and part of Addition B, on the West by the national road Margao – Canacona, property of Shri. Rosario Santana Dias, Shri. Luis Brito and the paddy field of Comunidade of Margao, on the North by the paddy field of the Comunidade of Margao and on the South by the addition B of the property aggregated described in Schedule E hereinabove.

#### SCHEDULE-II

(Description of the said Plot wherein the said building is constructed)

All that plot of land identified as Plot No. 1, admeasuring 2660 sq. mts. formed out of the property described in Letter “F” hereinabove alongwith the building known as Ramsons Motor House and its workshop, which was constructed in the year 1965. The said Plot as a separate and independent unit is bounded on the East by 8.00 mts. wide road, on the West by the National Highway No. 17, on the North by the property of Shri. Luis Brito and others and on the South by the 10.00 mts. wide road.

#### SCHEDULE-III

(Description of the said premises hereby sold)

ALL THAT commercial premises identified as Shop No. ----  
 admeasuring ---- sq.mts super built-up, along with proportionate  
 and undivided share in the said Plot described in SCHEDULE-II,  
 located on the -----Floor of the Building named SITARA ATRIUM,  
 assessed for the purpose of House Tax under number ----- with the  
 Margao Municipal constructed in the said plot described in the  
 SCHEDULE-II herein above written and shall be bounded as  
 follows;

North:-----

South: -----

East: -----

West:-----

(The said Shop is shown in red colour lines in the plan annexed to this  
 Deed)

#### **SCHEDULE-IV**

#### **(MODE OF PAYMENT)**

#### **MODE OF PAYMENT**

On booking	10%
On agreement	20 %
On Completion of Plinth	15%
On Completion of 1 <sup>st</sup> slab	05%
On Completion of 2 <sup>nd</sup> slab	05%
On Completion of 3 <sup>rd</sup> slab	05%

On Completion of 4 th slab	05%
On Completion of 5 th slab	05%
On Completion of –Internal walls/Plaster	05 %
On Completion of Lift / Lobbyes /staircase	05 %
<b>On Completion of external Plumbing/</b>	
<b>Exterior plaster</b>	05 %
On Completion of water pump , electrical fittings, entrance lobby	10%
Possession	05%
<b>TOTAL</b>	<b>100%</b>

### **S C H E D U L E - V**

#### **SPECIFICATION**

##### **STRUCTURE:**

- RCC framed structure of columns, beams and slabs.
- The internal partition walls will be brick masonry and external walls will be Laterite/Cement blocks.

##### **PLASTER:**

- External plaster: Double coat, sand faced cement plaster.
- Internal plaster: Single coat with neeru finish/Gypsum plaster.

##### **FLOORING:**

- The flooring will be of vitrified tiles 18 X 18.
- Toilet floor and dado will have ceramic /glazed tiles.
- Common area to have ceramic /Natural stone.

#### INTERNAL DÉCOR:

- The walls will be painted with 3 coats of oil Bound distemper ceiling with 3 coats of white wash and doors with oil paint.
- External walls will be painted with cement paint.

#### EXTERNAL DÉCOR:

- Main doors will be of sal wood or equivalent frames with both sides teak veneered flush shutters.
- French doors will be of aluminium with powder coating.
- Toilet door will be of flush doors or FRP.

#### ELECTRICAL INSTALLATIONS

- The installation will be multistranded copper wires of concealed type.
- All shops / offices will have AC point, light points, Fan points, cable TV Point, telephone point.
- The lift and common lightings will be backed with generator.

SIGNED AND DELIVERED

BY THE WITHIN NAMED

**“THE BUILDER/VENDOR”**

OF THE FIRST PART

-----

**M/S.----**

**Represented by**

**BUILDER/VENDOR**

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

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

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

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

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

**IN THE PRESENCE OF :-**

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

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

ANNEXURE – A

Name of the Attorney at Law/Advocate,

Address :

Date :

No.

RE. :

Title Report

Details of the Title Report

The Schedule Above Referred to

(Description of property)

Place:

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/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 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 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)

#### ANY OTHER ANNEXURES

(as mentioned in the agreement)

Received of and from the Allottee above named the sum of Rupees ..... on execution of this agreement towards Earnest Money Deposit or application fee

I say received.

The Promoter/s