

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered at Salcete, Margao - Goa, Taluka and Registration Sub - District of Salcete, District of South Goa, in the State of Goa, on this ____ day of _____ in the year Two Thousand and _____ (____/____/_____).

B E T W E E N :-

M/S. KUNDIL REALTY PRIVATE LIMITED, a Company incorporated under Companies Act, 1956, and having its registered office at Damodar Niwas, Near Zonal Agriculture Department, Ponda - Goa, 403 401, hereinafter referred to as "**THE VENDORS**", (Which expression unless repugnant to the context or meaning thereof shall include its administrators, legal representatives, business successor and assigns) OF THE FIRST PART. "**THE VENDORS**", is represented herein by its SHRI. _____, age

_____ years, married, Indian National, Service, resident of _____

_____, Goa in terms of Resolution taken in the meeting of Board of Directors on _____.

AND

SHRI. _____, age _____ Years, Indian National, presently resident of _____,

_____ Ponda, Goa hereinafter referred to as "**THE PURCHASER/THE ALLOTTEES**" (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his successors and assigns) OF THE "**SECOND PART**".

AND

M/s. SUMIT WOODS PVT LTD, a Private Limited Company, incorporated under the Companies Act, 1956, PAN Card No. AAICS1385B, carrying on the business of Real Estate Developers and Builders, having its Registered Office at B-1101, Express Zone, W.E. Highway, Diagonally Opp. to Oberoi Mall, Malad (East), Mumbai-400 097 and its Goa office at "SUMIT CLASSIC", S-102, Opposite Ponda Municipal Council, Sadar, Ponda Goa, through its Directors, (a) Shri. MITARAM RAMLAL JANGID, son of Shri Ramlal Jangid, age 62 years, married, businessman, Indian National, and (b) Shri. SUBODH RAMAKANT NEMLEKAR, son of Shri Ramakant Nemlekar, age 64 years, married, businessman, Indian National, both residents of Mumbai, hereinafter referred to as "**THE DEVELOPERS**" (which expression shall

unless it is repugnant to the meaning thereof mean and include, its legal heirs, legal representatives, successors and assigns) of The **THIRD PART** THE DEVELOPERS are represented by its Authorized Signatory, SHRI. DHAIRYSHIL BAPUSAHEB PATIL, age 49 years, married, Indian National, service, and resident of 501, Granduar, Alto Dabolim, Chicalim, Vasco Da Gama, in terms of Resolution taken in the meeting of Board of Directors on _____. A Certified copy of the same is filed along with this Agreement for Sale.

WHEREAS there exists Plot No. B admeasuring 3195.00 square meters Surveyed under Survey No. 23/1-B, Village Queula, Taluka Ponda, and Plot No. C admeasuring 4093.00 square meters Surveyed under Survey No. 23/1-C Village Queula, Taluka Ponda and both Plots hereinafter jointly referred to as "SAID PLOTS" forming a part of SAID LARGER PROPERTY known as 'BORODO' alias 'BANGAL BORODO', situated within the limits of Village Panchayat of Queula, Taluka and Registration Sub – District of Ponda, District of South Goa, State of Goa, and which property is not registered in Land Registration Office of Ilhas but enrolled in Matriz records under No. 830.

AND WHEREAS Plot No. B admeasuring 3195.00 square meters is bounded as under:-

On or towards the East:- by Plot under Survey No. 23/1 (part),
On or towards the West:- by Plot under Survey No. 23/1 (part),
On or towards the North:-by Plot under Survey No. 23/1-E and
23/1 (part),
On or towards the South:-by Plot under Survey No. 23/2.

AND WHEREAS Plot No. C admeasuring 4093.00 square meters is bounded as under:-

On or towards the East :- by Plot under Survey No. 27,
On or towards the West:- by Plot under Survey No. 23/1,
On or towards the North:- by Plot under Survey No. 23/1,
On or towards the South:- by Plot under Survey No. 23/2.

AND WHEREAS SAID LARGER PROPERTY was originally owned, enjoyed and possessed by one Jose Antonio Basilio Francisco de Santana Aguiar.

AND WHEREAS upon the death of said Jose Antonio Basilio Francisco de Santana Aguiar Inventory Proceedings No. 6/65/B was instituted in the Court of Civil Judge, Panaji by his widow Maria Ilda Clementina Amelia da Graca Adelaide de Souza. In the said Inventory Proceedings the said property was described under Item No. 7 and interms of final order dated 21/12/1965, the SAID LARGER PROPERTY was allotted to Maria Ilda Clementina Amelia da Graca Adelaide de Souza.

AND WHEREAS in terms of Deed of Gift dated 15/10/1970, registered in the Office of Sub – Registrar of Ponda under registered No. 191 at pages 171 to 175, Book No. I, Volume No. 12 dated 23/11/1970, Mrs. Maria Ida Clementina Amelia de Craca Adelaide de Souza gifted Plot No. "A", "B" and "C" to her daughter Mrs. Maria Sulana Filomena D'Souza, wife of Nevillie D' Souza.

AND WHEREAS in terms of Deed of Sale dated 28/01/2008, registered before Sub – Registrar of Ponda under registered No. 318 at pages 269 to 290, Book No. I, Volume No. 1228 dated 11/02/2008, Mr. Nevillie D' Souza and his wife Mrs. Maria Sulana Filomena D'Souza Aguiar sold and transferred Plot No. "B" admeasuring 3195.00 square meters and Surveyed under Survey No. 23/1-B of Village Queula in favour of Mrs. Indira Baruah.

AND WHEREAS in terms of Deed of Sale dated 28/01/2008, registered before Sub – Registrar of Ponda under registered No.317 at pages 246 to 268, Book No. I, Volume No. 1228 dated 11/02/2008, Mr. Nevillie D' Souza and his wife Mrs. Maria Sulana Filomena D'Souza Aguiar sold and transferred Plot No."C" admeasuring 4093.00 square meters and Surveyed under Survey No.23/1-C of Village Queula, in favour of Mr. Surajit Chandra Baruah.

AND WHEREAS in terms of Deed of Sale dated 13/09/2011, registered before Sub – Registrar of Ponda under registered No. 2205 at pages 161 to 176 Book No. I, Volume No. 1926 dated 29/09/2011, Mrs. Indira Baruah sold and transferred Plot No. B admeasuring 3195.00 square meters and Surveyed under Survey No. 23/1-B of Village Queula infavour of M/s. Kundil Realty Pvt. Ltd. Thus M/s. Kundil Realty Pvt. Ltd. became absolute owners of Plot No. B.

AND WHEREAS in terms of Deed of Sale dated 13/09/2011, registered before Sub – Registrar of Ponda under registered No. 2206 at pages 177 to 191 Book No. I, Volume No. 1926 dated 29/09/2011, Mr. Surajit Chandra Baruah sold and transferred Plot No. C admeasuring 4093.00 square meters and Surveyed under Survey No. 23/1-C of Village Queula infavour of M/s. Kundil Realty Pvt. Ltd. Thus M/s. Kundil Realty Pvt. Ltd. became absolute owners of Plot No. C.

AND WHEREAS the Office of Additional Collector North Goa, issued Conversion Sanad under Ref. No. RB/CNV/PON/14/2005 dated 09/05/2006, thereby converting area of 3195.00 square meters under Survey No. 23/1-B Village Queula into residential use.

AND WHEREAS the Office of Additional Collector North Goa, issued Conversion Sanad under Ref. No. RB/CNV/PON/13/2005 dated

09/05/2006, thereby converting area of 4093.00 square meters under Survey No. 23/1-C Village Queula into residential use.

AND WHEREAS the Construction Plan of the building has been duly approved by the Office of Town Planer under No. TPP/Const/Que/23/1/08/617 dated 30/05/2008 of Plot under Survey No. 23/1-B, Village Queula.

AND WHEREAS the Construction Plan of the building has been duly approved by the Office of Town Planer under No. TPP/Const/Que/23/1/08/618 dated 30/05/2008 of Plot under Survey No. 23/1-C, Village Queula.

AND WHEREAS Village Panchayat of Queula issued Construction License under No. 5/2008-09 dated 20/06/2008 thereby giving permission for construction of residential complex and compound wall in Survey No. 23/1-B, Village Queula.

AND WHEREAS Village Panchayat of Queula issued Construction License under No. 6/2008-09 dated 20/06/2008 thereby giving permission for construction of residential complex and compound wall in Survey No. 23/1-C, Village Queula.

AND WHEREAS THE VENDOR started construction of a building in the said plots under Survey No. 23/1-B and 23/1-C of Village Queula.

AND WHEREAS THE VENDORS and THE DEVELOPER signed a Joint Venture Agreement dated 24/10/2011, which is registered before Sub – Registrar of Ponda under registered No. 2571 at pages 204 to 253 of Book No. I, Volume No. 1958 dated 07/12/2011 on certain terms and conditions mentioned in the said Agreement.

AND WHEREAS by virtue of aforesaid Agreement, it has been agreed by and between THE VENDORS and THE DEVELOPERS that the project by construction of one building and completing the construction of the building already partly constructed and to obtain the Occupancy Certificate and necessary clearances for sale are to be carried out by THE DEVELOPERS at the cost of THE DEVELOPERS and the profit of the sale proceeds shall be shared equally by THE VENDORS and THE DEVELOPERS equally which is more particularly described in the said Agreement dated 24/10/2011 which is registered before Sub – Registrar of Ponda and for all legal purposes the aforesaid Agreement forms part of present Agreement for sale.

AND WHEREAS upon completion of the project the same to be named as "SUMIT PROVINCE I" and "SUMIT PROVINCE II", herein after referred to as "SCHEME OF DEVELOPMENT".

AND WHEREAS the construction of "SUMIT PROVINCE I" consisting of Wing D and Wing E constructed on Plot B surveyed under Survey No. 23/1-B. has already been completed and the Occupancy Certificate by Village Panchyat Queula has already been obtained in respect of Wing D and Wing E of Sumit Province I.

AND WHEREAS the said "SUMIT PROVINCE II", being constructed/constructed on Plot C surveyed under Survey No. 23/1-C, consists of wing A, Wing B and Wing C. The Occupancy Certificate by Village Panchyat Queula has already been obtained in respect of wing A and wing B of "SUMIT PROVINCE II" on 13.05.2016 and 28.11.2016 respectively.

AND WHEREAS the construction of Wing C of "SUMIT PROVINCE II", being constructed on Plot C surveyed under Survey No. 23/1-C, on the said property, more particularly described in Schedule II hereunder written being constructed in Phase II of the said project "SUMIT PROVINCE II".

AND WHEREAS THE PURCHASER/S have approached THE VENDORS/THE DEVELOPERS after having seen and verified the title of THE VENDORS/The DEVELOPERS to the SAID PLOTS, for the purchase of **Apartment / Residential Unit No._____** admeasuring **_____ square meters (carpet area) equivalent to _____ sq.ft. carpet area** on **_____ Floor** of **Wing C** (hereinafter referred to as the SAID BUILDING) of "**Sumit Province II**" to be constructed in the SAID PLOTS and which Apartment/Residential Unit is duly identified in the plan annexed (and hereinafter referred to as the SAID APARTMENT / RESIDENTIAL UNIT / PREMISES) more particularly described in the SCHEDULE II written hereinafter and which is inclusive of the cost of land proportionate to the area occupied under super built up area of Apartment/Residential Unit.

AND WHEREAS THE PURCHASER/S has taken inspection of all documents pertaining to the title of THE VENDORS\THE DEVELOPERS to the SAID PLOTS and building and all clearances, permissions, licenses and approvals obtained in connection with the proposed construction and have satisfied himself/herself/themselves about the marketability of THE VENDORS\THE DEVELOPERS title to the SAID PLOTS and legality of the proposed construction and THE VENDORS\THE DEVELOPERS right in connection with the proposed construction.

AND WHEREAS The Vendors\The Developers has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

AND WHEREAS The Vendors\The Developers has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS The ALLOTTEE/S approached The Vendors\The Developers agreeing to finance for the construction of SAID Apartment / Residential Unit, to be constructed on the SAID PLOT and the said entire scheme more particularly described in SCHEDULE I.

AND WHEREAS the ALLOTTEE/S has taken inspection of all documents pertaining to the title of The Vendors\The Developers to the SAID PLOT and Premises and all clearances, plans, permissions, licenses, design, specifically, and approvals obtained in connection with the proposed construction 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 have satisfied himself/ herself/themselves about the marketability of The Vendors/The Developers title to the SAID PLOT and legality of the proposed construction and The Vendors/The Developers right in connection with the proposed construction.

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure '____' and '____', respectively.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure '____'.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by The Vendors/The Developers and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure '____'.

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 local authority have been annexed and marked as Annexure '____'.

AND WHEREAS The Vendors/The Developers has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals 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 Apartment /Residential Units 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 Promoters has accordingly commenced construction of the Apartment / Residential Premises in accordance with the said proposed plans.

AND WHEREAS The ALLOTTEE/S has approached the Promoters after having seen and verified the "SCHEME OF DEVELOPMENT" of the SAID PLOT for the purchase of **Apartment /Residential Unit No._____** in "**SUMIT PROVINCE II**" to be constructed in the SAID PLOT (hereinafter referred to as the **SAID PREMISES/APARTMENT**) being constructed in the said project, by the Promoter more particularly described in the SCHEDULE II written hereinafter **admeasuring _____ Sq. mts of (carpet area)** equivalent to _____ **Sq.ft. Carpet area** which is inclusive of the cost of land proportionate undivided area occupied under super built up area of Premises.

AND WHEREAS the carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the 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.

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 Promoters 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 registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Goa 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.

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 Apartment and the garage/covered parking (if allotted)

AND WHEREAS parties hereto have decided to put terms and conditions of this Agreement in writing which they hereby do.

NOW THEREFORE, THIS AGREEMENT FOR SALE WITNESSES AND THE PARTIES HERETO MUTUALLY AGREED AS UNDER:

1. The Promoters shall construct the said building/ Wing C consisting of Apartment/Residential units consisting of stilt + Ground + three 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.
2. 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 Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

3. THE VENDORS warrants that:

i) They are the absolute owners of the SAID PLOTS and the individual APARTMENT/RESIDENTIAL UNITS to be constructed thereon in SCHEME OF DEVELOPMENT.

ii) The SAID APARTMENT/RESIDENTIAL UNIT shall confirm to the Standard Specification detailed in SCHEDULE IV of this Agreement.

iii) THE VENDORS/THE DEVELOPERS shall under normal conditions sell on the ownership basis (after construction) in "SUMIT PROVINCE I / SUMIT PROVINCE II, the SAID APARTMENT/RESIDENTIAL UNIT as per the approved plans with such variations and alterations as THE DEVELOPERS may consider necessary or as may be required by the Architect of THE DEVELOPERS or by competent Authority to be made in them or in any of them but so as not to reduce the super built up area of the SAID APARTMENT/RESIDENTIAL UNIT.

iv) THE VENDORS being the owners of the SAID BUILDINGS and premises thereof in the SAID PLOT shall not be required to take any further permission or consent of THE PURCHASER/S to carry out the development and completion of the SCHEME OF DEVELOPMENT.

4. The Allottee hereby agrees to purchase from the Promoter on ownership basis as per the scheme of development and the Promoter hereby agrees to sell to the Allottee **PREMISES/APARTMENT No.** _____ of carpet area admeasuring _____ sq. metres of residential building / Wing 'C' of the project known as "**SUMIT PROVINCE II**". (hereinafter referred to as **SAID PREMISES/APARTMENT**") as shown in the Floor plan thereof hereto annexed and marked Annexures _____ and _____ for the consideration _____ of Rs. _____/- (Rupees _____

_____) Only) exclusive of applicable taxes, duties, levies, fees, etc due and payable in accordance with the mode of payment as stipulated in SCHEDULE III appended to this Agreement, including the proportionate price of the common areas and facilities appurtenant to the premises, (with/without right to _____ car parking in Stillt/Open as may be approved by the concerned authority.(the exact number and location to be allotted later).

5. The Allottee has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____/- (Rupees _____ Only) as per the mode of payment specified in Schedule III on or before the date provided therein. Time being the essence of contract. That all the Cheques / Drafts and other Instruments shall be drawn in the name of "SUMIT KUNDIL JOINT VENTURE" for the purpose of consideration of SAID APARTMENT/RESIDENTIAL UNIT.
6. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the development of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.
7. The total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges 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.
8. The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @_____ % per annum for the period by which the respective instalment has been preponed. 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.
9. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Row Houses/ Apartment is complete and the occupancy 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 three 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 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.

10. 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.
11. 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 local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
12. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment 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 be. 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 above clause. ("Payment Plan").
13. If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment 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 agrees to pay to

the Promoter, interest as specified in the Rule, 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.

14. Without prejudice to the right of promoter to charge interest as mentioned in this presents, 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 default 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, 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.
15. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject forfeiting an amount of 10% so paid to the Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.
16. On the Promoters terminating this Agreement under this clause, the Promoters shall be at liberty to allot, sell and dispose of the SAID PREMISES to any other person/s of their choice as the Promoters deem fit, and for such consideration as the Promoters may determine and the Purchaser/s shall not be entitled to question this act of The Promoters or to claim any amount from the Promoters by way of compensation or otherwise.
17. Without prejudice to the Promoters other rights, under this Agreement and/or in law, THE PURCHASER/S shall be liable, at the option of the Promoters to pay to the Promoters interest at the rate of as specified in the RERA Rules on all amounts due and payable by THE PURCHASER/S under this Agreement, if any such amount remains due and unpaid for seven days or more.

18. The Promoters shall have control over the SAID PREMISES being the owner thereof till such time the payment of the entire amount which THE PURCHASER/S is/are or may be found liable to pay to the Promoters under the terms and conditions of this Agreement is realized.
19. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like on or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said Apartment / Residential units as are set out in Annexure 'V', annexed hereto.
20. The Promoter shall give possession of the Apartment to the Allottee on or before **31st December, 2019 PROVIDED:**
- a) Full consideration and all the amounts due and payable by THE PURCHASER/S under this Agreement have been paid by THE PURCHASER/S to THE VENDORS/ THE DEVELOPERS promptly and,
- b) THE PURCHASER/S signs and executes all applications and documents required for the formation of the Society/ Entity/ General Society as may be decided by THE VENDORS/ THE DEVELOPERS.
- c) THE VENDORS/ THE DEVELOPERS shall upon receipt of the requisite Occupancy Certificate, by a notice in writing intimating THE PURCHASER/S, to make delivery of the SAID APARTMENT/RESIDENTIAL UNIT within Seven days from the date of receipt of such notice, failing which THE PURCHASER/S shall be deemed to have taken possession and delivery of the SAID APARTMENT/RESIDENTIAL UNIT.
- d) Failure to take delivery of the possession SAID APARTMENT/RESIDENTIAL UNIT will not exonerate THE PURCHASER/S from their liability to pay the outgoings such as property tax, cesses and other dues and maintenance, cesses, etc from the date of the Occupancy certificate.
- e) From the date of issue of the Occupancy Certificate or from the stipulated date as envisaged hereinabove whichever shall be later in point of time, the responsibility for maintaince of the SAID APARTMENT/RESIDENTIAL UNIT in "SUMIT PROVINCE I / II" shall be of the respective Purchasers and also the maintenance cost proportionate to the extent of the Super built-up area of the APARTMENT/RESIDENTIAL UNIT towards the common amenities

provided in the "SUMIT PROVINCE I / II" shall solely be that of THE PURCHASER/S (including THE PURCHASER/S herein) of various premises in "SUMIT PROVINCE II" and or the SOCIETY/ ENTITY/ GENERAL SOCIETY.

f) THE VENDORS/ THE DEVELOPERS upon giving the intimation as stated above, shall be deemed to have completed the SAID APARTMENT/RESIDENTIAL UNIT in accordance with the AGREEMENT in all aspect and shall not be responsible in any manner whatsoever, if THE PURCHASER/S delay/s taking delivery of the SAID APARTMENT/RESIDENTIAL UNIT.

g.) THE VENDORS/ THE DEVELOPERS shall not incur any liability if they are unable to deliver possession of the SAID APARTMENT/RESIDENTIAL UNIT by the date stipulated in Clause 20 (a) hereinabove if the completion is delayed by reason of non-availability of steel and/or cement or other building materials or water supply or electric power or by reason or war, civil commendations or any act of God or if non-delivery of possession arising out of or as a result of any notice, order, rule or notification /approval of the Government or any other Public or Competent Authority and Court or for any other reason beyond the control of THE VENDORS/ THE DEVELOPERS and in any of the aforesaid events THE VENDORS/ THE DEVELOPERS shall be entitled to any extension of time corresponding to the extent of the length of such event for delivery of possession of the SAID APARTMENT/RESIDENTIAL UNIT.

h) If for reasons other than those in clause No. 20 (h) above THE VENDORS/ THE DEVELOPERS are unable to or fails to give possession of the SAID APARTMENT/RESIDENTIAL UNIT to THE PURCHASER/S within the date specified in clause No. 20 (a) above or within any further date or dates agreed to by and between the parties hereto, then and in such case, THE PURCHASER/S shall be entitled to give notice to THE VENDORS/ THE DEVELOPERS terminating the Agreement, in which event, THE VENDORS/ THE DEVELOPERS shall within Three months from the receipt of the notice refund to THE PURCHASER/S the amounts, if any received by THE VENDORS/ THE DEVELOPERS from THE PURCHASER/S in respect of the SAID APARTMENT/RESIDENTIAL UNIT with interest as specified in RERA Rules from the date of receipt till payment.

i.) THE PURCHASER/S shall use the SAID APARTMENT/RESIDENTIAL UNIT only for the purpose of residence or for any purpose which is permissible by the prevailing laws of

local authorities as may be made applicable. THE PURCHASER/S shall not carry out any acts or activities which are obnoxious, anti-Social, illegal or prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the other APARTMENT/RESIDENTIAL UNIT owners in the said scheme of development SUMIT PROVINCE I / II.

j) THE PURCHASER/S shall from the date of possession do maintenance of the SAID APARTMENT/RESIDENTIAL UNIT, the walls, partitions walls, sewers, drains, pipes and appurtenances there to, at her cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the SAID APARTMENT/RESIDENTIAL UNIT and/or common passages, or the compound which may be against the conditions or rule or bye-laws of the Ponda Municipality, Village Panchayat or any other Authority and shall attend to and answer and will be responsible for all actions and violation of any such conditions or rules or bye-laws.

k) THE PURCHASER/S shall (under any circumstances) not let, Sub-let, sell transfer, assign or part with her interest under this Agreement or part with her possession of the SAID APARTMENT/RESIDENTIAL UNIT or parking area until the dues payable by them to THE VENDORS/ THE DEVELOPERS under this Agreement are fully paid up and that too only if THE PURCHASER/S have not been guilty of breach or non-observance of any of the terms and/or conditions of this Agreement and until they obtain the previous consent in writing of THE VENDORS/ THE DEVELOPERS .

l) THE PURCHASER/S shall permit THE VENDORS/THE DEVELOPERS and their surveyors and agents, with or without workmen and other persons at all reasonable times to enter into and upon the SAID APARTMENT/RESIDENTIAL UNIT or any other part thereof at all reasonable times to view and examine the state and conditions thereof and THE PURCHASER/S shall consent, within three days THE VENDORS/ THE DEVELOPERS giving notice in writing to THE PURCHASERS to that effect, to attend to all defects, decay and requirements of repair and also for the purpose of repairing any part of the building and for the purpose of making repairs, maintaining, rebuilding, cleaning, lighting and keeping in order and conditions all the services, drains, pipes, cables water courses, gutters, wires, partition walls or structure or other conveniences belonging to or serving or used for the building and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric and

communication wires and cables and for similar other purposes and for all other purposes contemplated by and under this Agreement.

- m) If the Promoter fails or neglects to give possession of the Apartment 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 mentioned in RERA rules from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.
21. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of:-
- a. Non-availability of steel, cement, other Building material, water or electric supply.
 - b. War, Civil Commotion fire, earthquake, flood, epidemic, labour controversy, riot, civil disturbance or act of God.
 - c. Failure or delay of any transportation agency or any other supplier of supplies, equipment, or other facilities related to the said property.
 - d. Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority.
 - e. Economic downturn.
 - f. Any other eventuality which is beyond our control including our precarious financial condition and / or economic downswing in real estate or any other industry, and
 - g. Any other force majeure circumstances or conditions or other causes beyond our control of or unforeseen including strikes or agitation by our workers or laborers or the workers or laborers of the Contractor or suppliers.
22. From the date of issue of the Occupancy Certificate or from the stipulated date as envisaged hereinabove whichever shall be later in point of time, the responsibility for maintenance of the SAID PREMISES in "SUMIT PROVINCE II" shall be of the respective Purchasers and also the maintenance cost proportionate to the extent of the Super built-up area of the PREMISES towards the common amenities provided in the "SUMIT PROVINCE II" shall solely be that of THE PURCHASER/S.
23. Procedure for taking possession the Promoter, upon obtaining the occupancy certificate from the competent authority and upon receipt of all the payments from the Allottee as per the agreement

shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement to be taken within 15 (15 days) from the date of issue of such notice and the Promoter shall give possession of the Apartment 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 subject to receipt of all the amounts as per these presents.

24. The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:
25. Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 24, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 24 such Allottee shall continue to be liable to pay maintenance charges as applicable and the Promoters shall not be liable in any manner in whatsoever, if the Purchaser/s delays taking delivery of the said premises
26. If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the 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.
27. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence as permissible by the prevailing laws of local authorities as may be made applicable. THE PURCHASER/S shall not carry out any acts or activities which are obnoxious, anti-Social, illegal or prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the other PREMISES owners in the said "SUMIT

PROVINCE II". He shall use the garage or parking space, if any allotted, only for purpose of keeping or parking the Purchaser/s light motor vehicle.

28. The PURCHASER/S shall from the date of possession maintenance of the SAID PREMISES, the walls, partitions walls, sewers, drains, pipes and appurtenances there to, at their cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the SAID PREMISES and/ or common passages, or the compound which may be against the conditions or rule or bye-laws of the Village Panchayat of Nuvem – Salcete - Goa, or any other Authority and shall attend to and answer and will be responsible for all actions and violation of any such conditions or rules or bye-laws.
29. The PURCHASER/S shall (under any circumstances) not let, Sub-let, sell transfer, assign or part with their interest under this Agreement or part with their possession of the SAID PREMISES or parking area until the dues payable by them to The Promoter under this Agreement are fully paid up and that too only if THE PURCHASER/S have not been guilty of breach or non-observance of any of the terms and/or conditions of this Agreement and until they obtain the previous consent in writing of The Promoter.
30. The PURCHASER/S shall permit The Promoter and their surveyors and agents, with or without workmen and other persons at all reasonable times to enter into and upon the SAID PREMISES or any other part thereof at all reasonable times to view and examine the state and conditions thereof and the PURCHASER/S shall consent, within three days The Promoter giving notice in writing to THE PURCHASER/S to that effect, to attend to all defects, decay and requirements of repair and also for the purpose of repairing any part of the SAID PREMISES and for the purpose of making repairs, maintaining, rebuilding, cleaning, lighting and keeping in order and conditions all the services, drains, pipes, cables water courses, gutters, wires, partition walls or structure or other conveniences belonging to or serving or used for the SAID PREMISES and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric and communication wires and cables and for similar other purposes and for all other purposes contemplated by and under this Agreement.
31. The beneficial use of the available stilt area/slot on the Basement/ stilt floor, shall vest with the Promoter for all time to come.

32. The PURCHASER/S to whom a stilted car parking area/slot is provided by The Vendors/ The Developers shall agree and undertake not to sub-let or alienate or create any kind of interest, to any other person, independently of the Premises owned by the PURCHASER/S, without the written permission of The Vendors/ The Developers. The PURCHASER/S agrees and undertakes not to enclose or put any barricades in any manner in respect of the allotted stilted car parking area/ slot as stated hereinabove. Any damage to the structure or supporting columns of the stilted car parking area/slot while parking the car, if caused, shall be rectified at their own cost by the PURCHASER/S to the satisfaction of The Vendors/ The Developers.
33. Upon completion of construction and development of the said property in all respects, and receipt of the full payments of the amounts due and payable to them by all purchasers of all premises the Vendors/Developers shall initiate and assist the purchasers including all the other Premises purchasers in his/her/their capacity as the Vendors/Developers (being owner / Developer/ Builder / Seller of the SAID PLOT) in facilitating them to form a Society/Entity/ General Society for owning and/or maintaining the SAID PLOT and in getting conveyed the "SAID PLOT" in the name of the SOCIETY or alternatively in the event the Society/Entity is not formed by the Purchasers, agree to get conveyed the undivided impartibly proportionate share in the "SAID PLOT" corresponding to the extent of the holdings of the respective Premises proportionate to the super built up area in the name/s of each of the individual Purchaser/s and further assist in the formation of General Society for the purpose of maintenance/ upkeep of the buildings and Complex in the SAID PLOT.
34. Any taxes, charges or outgoings levied by the Village Panchayat of Queula or any other Government and semi Government Department or any other competent authority for consumption of electricity, and water/sewerage charges, exclusively pertaining to the SAID APARTMENT/RESIDENTIAL UNIT shall be borne by THE PURCHASER/S from the date of issuance of Occupancy Certificate.
35. The decision of the Vendors/Developers in this regard shall be final and binding on all the purchaser/s of Premises including THE PURCHASER/S of SAID PREMISES irrespective of the fact that the purchase was made either before or after the formation of the Entity.
36. When the Vendors/Developers takes a decision in this matter, the PURCHASER/S and other Premises Purchasers of the SAID PLOT

i.e "SUMIT PROVINCE II" shall sign all forms, applications, Deed and other documents as may be required either for the admittance to the said Society/ Entity/ General Society and for the Conveyance of the "SAID PLOT" to the Society /Entity /General Society or to accept the conveyance of the undivided impartible and proportionate share in the "SAID PLOT" as stated hereinabove.

37. The PURCHASER/S and the person/s to whom the SAID PREMISES is let sub-let, transferred, assigned or given in possession of, shall be governed by and shall observe and comply with all the bye-laws, rules and regulations that may be laid down by the Society/ Entity/ General Society as may be applicable from time to time (as and when formed).
38. The PURCHASER/S hereby agree/s and undertake /s to be a member of the Society/Entity/General Society yet to be formed and also from time to time to sign and execute all applications for registration and for membership and other papers and documents necessary in this regard as desired by the Promoter and return to the Promoter the same within 10 (ten) days of the same being intimated by the Promoter to the PURCHASER/S.
39. The PURCHASER/S shall be bound, from time to time to sign all papers and documents and to do all acts, deeds and things as may be necessary from time to time, for safeguarding the interest of the Promoter and of the other Premises purchaser/s in "SUMIT PROVINCE II".
40. In the event a Society/Entity/General Society is formed and/or registered well before the completion of the Buildings in " SUMIT PROVINCE II" well before the completion of the scheme of development in the Whole Complex, the Society /Entity/ General Society and the PURCHASER/S together with other Premises purchasers shall be subject to the overall authority and control of THE PROMOTERS in respect of any matter concerning the SAID PLOT or the SAID PREMISES or the said "SUMIT PROVINCE II" or this Agreement.
41. The Vendors/Developers shall be in absolute control of unsold Premises in "SUMIT PROVINCE II"
42. All papers pertaining to the admission to the Society /Entity/ General Society and the rules and regulations thereof as also all the necessary Deed/Deeds of Conveyance including the subsequent sale if any, till such time the admission is taken to the

Society/Entity/ General Society shall be prepared by the Advocate of the Promoters.

43. All costs, charges, expenses including stamp duty, registration charges, Advocate fees/professional charges and any other expenses in connection with the preparation execution and registration of Conveyance Deed/Individual sale deed/formation of General society and/or other connected matters shall be borne by The PURCHASER/S and other purchasers of Premises in proportion and to the extent of the super built up area of the Premises purchase by them.
44. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company 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 Company and for becoming a member, including the byelaws 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.
45. The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoter/Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
46. The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Promoter/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
47. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment 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 Apartment) 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. Infrastructure tax shall be payable by the respective purchasers of APARTMENT/RESIDENTIAL UNIT as per actual extent of carpet / built-up area of the APARTMENT/RESIDENTIAL UNIT purchased. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter within 7 days of demand such proportionate share of outgoings or such charges and/ or deposit and/or tax as may be determined by the Vendors/Developers and in determining such amount the decision of the Vendors/Developers shall be final, conclusive and binding upon the purchasers. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Vendors/Developers the provisional monthly contribution of Rs. _____/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

48. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-
- (i) Rs. _____/- expenses towards the maintenance of entire project for 12 months or such amount as revised from time to time of entire project SUMIT PROVINCE I/II till the formation of the Housing society or obtaining the Occupation Certificate, whichever is earlier.
 - (ii) Rs. _____/- as membership of the Society/ Entity General Society.
 - (iii) Rs. _____/-Legal expenses towards the formation and Registration of the Housing Society.
 - (iv) Rs. _____/-towards obtaining the water and Electricity Connection to the said apartment as also the cost of the respective meter box likewise cost of pipeline

connecting from mains to respective Apartment/Residential Units and the cost of the cable from main electric pole to the meter box will be shared proportionately will be shared by all the Apartment/Residential Unit members of the building.

49. The Allottee shall pay to the Promoter a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, 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.
50. The PURCHASER/S agrees and binds himself/ herself/ themselves to contribute to THE PROMOTERS such amount as may be decided by THE PROMOTERS till the formation of the Society/ Entity / General Society and furthermore to the Society / Entity/ General Society such amount as may be decided by the Society / Entity / General Society after its formation as the case may be for the regular upkeep/governance and proper maintenance of the "SAID PLOT" and transfer of the SAID PLOT in favor of the Housing Society and the buildings standing thereon including the maintenance of common lights, water charges, watchman's remuneration, maintenance of open spaces garden, lift and caretaker's salary etc. irrespective of the use of these value additions by the owners of the Apartments. Accordingly therefore the obligation to pay regularly on the part of THE PURCHASER/S herein shall start from the commencement of the deemed date of possession as stated in Clause 20 above. The Promoters or the Society/ Entity / General Society as the case may be, depending upon the circumstances, shall be empowered to delete from or add any item for better governance of the SAID PLOT as they may deem fit and proper depending upon the exigencies of the situation from time to time.
51. It is further agreed by and between the Parties herein that the Promoter shall operate a separate account in Nationalized Bank in respect of the aforesaid funds as stated hereinabove which shall be operated solely by the Promoters in Trust till such time the Society/ Entity / General Society is formed and handed over.
52. The Maintenance charges levied and collected above from the various Purchaser/s including THE PURCHASER/S herein shall also be put into the aforesaid account in order to facilitate the Promoters to operate and effect payment towards maintenance /upkeep as and when required till such time the Society /Entity/ General Society is formed as stated hereinabove.

53. The Promoters hereby agree, undertake and bind themselves to transfer the Funds available in the aforesaid account (F.D. Account) along with the interest accrued thereon from time to time after the formation of the Society/ Entity / General Society, as the case may be as per the balance amount remaining in the Banker's record along with a certified audited statement of account by The Promoters Auditors.
54. The vendors/developers also hereby agree to handover the balance amount with him maintained in the Current Account after deductions, if any, after the formation, of the Society/ Entity/ General Society.
55. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, as the case may be, as may be decided by the vendors/developers, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company 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 vendors/developers, 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.
56. REPRESENTATIONS AND WARRANTIES OF THE VENDORS / THE DEVELOPERS:-

The vendors /developers hereby represents and warrants to the Allottee as follows:

- i. The vendors/developers have 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/developers have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project;

- iv. There are no litigations pending before any Court of law with respect to the project land or Project;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the vendors/developers 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 vendors/developers have 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 vendors/developers have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The vendors/developers confirms that the vendors/developers is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed or Lease Deed of the structure to the association of allottees the vendors / developers 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 vendors/developers in respect of the project land and/or the Project except those disclosed in the title report.

57. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the vendors/developers as follows:
- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the 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 Apartment and maintain the Apartment 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 Apartment is situated or the Apartment 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 Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion,

sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the 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 Apartment 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 Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other

public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/ Limited Company/Apex Body /Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
 - xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
 - xiv. Any taxes, charges or outgoings levied by the Village Panchayat Nuvem –Salcete Goa, or any other Government and semi Government Department or any other competent authority for consumption of electricity, and water/ sewerage charges, exclusively pertaining to the SAID PREMISES shall be borne by THE PURCHASER/S from the date of issuance of Occupancy Certificate.
58. It is hereby specifically agreed and consented to by the PURCHASER/S that the Vendors/Developer shall be entitled, and also hereby deemed to have been permitted by THE PURCHASER/S to make such variations and alterations in the Building plans or in the layout elevation of the building including relocating the open spaces/ all structures/ buildings/ garden spaces and/or varying the location of the access to the building, as the exigencies of the situation and the circumstances of the case may require during the execution and completion of the Scheme as a whole before getting the Occupancy Certificate. It is further agreed and deemed to have been explicitly consented by THE PURCHASER/S that the Vendors/ Developer shall be entitled to amalgamate the SAID PLOT and use unused FAR in adjacent plot with one or more adjoining properties/Plots and also to grant or to obtain access or right of way to or from such adjoining properties, if any and if required for the ultimate beneficial enjoyment of the SAID PLOT by the prospective purchaser/s of the PREMISES therein and deemed to have been consented by

THE PURCHASER/S. The decision of The Vendors/Developers in this regard shall be final and binding on THE PURCHASER/S. The PURCHASER/S hereby gives their express consent to the above and it shall be considered as consent in writing of THE PURCHASER/S required by law.

59. All plans for the "SUMIT PROVINCE II" have been prepared and approval(s)/ construction licensees) with respect to the same have been obtained, on the basis of the survey plans of the SAID PLOT and areas mentioned therein, and the vendors/developers are expressly entitled to revise the plans/ approval(s)/ construction licensee(s) based on actual site conditions, which shall be construed a final for all purposes.
60. The Vendors/Developers shall be entitled to unilaterally revise the plans and/or specifications relating to:-
- (i) The exterior of "SUMIT PROVINCE II".
 - (ii) All common structures/ areas/ amenities in and around the Complex "SUMIT PROVINCE I and II" including adding/modifying / deleting/ relocating any such structures/ areas/ amenities till the final submission of plans for approval and grant of Occupancy Certificate to be in consonance with the "SAID PREMISES" in the SAID PLOT.
 - (iii) The Vendors/Developers shall be at liberty, and are hereby permitted by THE PURCHASER/S to make variations in the layout/elevation of the building including relocating the open spaces/ all structures/ buildings/ garden spaces and/or varying the location of the access to the building as the exigencies of the situation demands and the circumstances of the case may require, so long as the super built up area of the SAID PREMISES is not altered and the Standard Specifications set out in the SCHEDULE IV hereunder written are not altered.
 - (iv) In the event THE PURCHASER/S desires to make any changes or additions within the SAID PREMISES to the Standard Specifications detailed in SCHEDULE IV hereafter written, if permitted, by the Vendors/Developers subject to the overall approval; of the authorities concerned, it need be, THE PURCHASER/S shall have to pay the additional cost of such changes/additions /alterations and for the purpose of payment it will be considered as an 'extra item of work'. In such event the Vendors/Developers irrespective of the payment received for carrying out the, extra item of work shall be entitled for sufficient extension of time over and above the time specified in Clause

above to deliver the possession of the SAID PREMISES, as changes / additions / alterations requires time and constant personal supervision to monitor the progress of the work.

- (v) In addition to above it has been made clear to THE PURCHASER/S herein and THE PURCHASER/S have consented as an end user, that the extra item of work asked for by them and to be executed by the Vendors/Developers as above, shall only be at his/her/their risk, responsibility and functional efficiency of such changes asked for and the Vendors/Developers shall not be held responsible or accountable or answerable or called upon either to re-do or replace the same as a 'defective item of work' either in regards to quality or its functional efficiency under any circumstances since such changes carried out at the behest of the PURCHASER/S are a deviation from the standard and time tested design adopted by the Vendors/Developers, under the scheme of development.
 - (vi) In the event The PURCHASER/S, either during the subsistence of this Agreement or after taking over the possession of the SAID PREMISES makes any changes or additions in the electrical layout hereinafter appearing, leading to the increase in the total electrical load over and above the electrical load originally provided by the Vendors/Developers for the SAID PREMISES , then in such an event the Vendors/Developers shall not be held responsible, accountable or liable or answerable either to compensate or replace any wiring material, fixtures & fittings developing any alleged defects/ deficiencies either in its quality or performance and THE PURCHASER/S shall be solely responsible for the same at their own risk and cost.
61. The Vendors/Developers shall maintain a separate account in respect of sums received by the Vendors/Developers from the purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
62. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or

other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

63. THE VENDORS/ THE DEVELOPERS SHALL NOT MORTGAGE OR CREATE A CHARGE

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

64. BINDING EFFECT

Forwarding this Agreement to the Allottee by the vendors/developers does not create a binding obligation on the part of the vendors/developers 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 Sub Registrar as and when intimated by the vendors/developers. If the Allottee(s) fails to execute and deliver to the vendors/developers 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 vendors/developers, 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.

65. 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 apartment/plot/building, as the case may be.

66. RIGHT TO AMEND

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

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

68. 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.

69. 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 Apartment to the total carpet area of all the Apartments in the Project.

70. 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.

a) THE PURCHASER/S hereby confirms having taken inspection, to their full satisfaction, of the requisite documents of title to the

SAID PLOT and of the plans/approvals/license relating to the SAID PLOT or SAID PREMISES or the Complex "SUMIT PROVINCE II".

b) The vendors/developers 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 "SUMIT PROVINCE II" provided it does not in any way affect or prejudice the right of THE PURCHASER/S in respect PREMISES.

c) THE PURCHASER/S shall be bound to sign all the papers and documents and do all the things and matters as THE VENDORS/DEVELOPERS may require from them from time to time in this behalf for safeguarding, inter-alia, the interest of THE VENDORS/DEVELOPERS and THE PURCHASER/S as well.

d) THE PURCHASER/S address for communication under this Agreement shall be as under:

e) The PURCHASER/S shall also, from time to time notify the change in their address to THE VENDORS/DEVELOPERS. Any letters, reminders, notices, documents, papers, etc sent to the aforesaid notified address or at the changed address by hand delivery or Registered A.D., or Under Certificate of Posting or through a courier service agency, shall be deemed to have been lawfully served to THE PURCHASER/S.

f) If at any time prior to the execution of the Deed of Conveyance the Floor Area Ratio presently applicable to the SAID PLOT is increased, such increase shall always vests with exclusively for, the benefit of THE VENDORS/DEVELOPERS alone without any rebate to the PURCHASER/S.

71. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Vendors/Developers Office, or at some other place, which may be mutually agreed between the Vendors/Developers and the Allottee, in after the Agreement is duly executed by the Allottee and the Vendors/Developers or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at.

72. 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.
73. That all notices to be served on the Allottee and the Vendors/Developers 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

Notified Email ID:_____

M/s SUMIT WOODS PVT.LTD.

Notified Email ID: _____

It shall be the duty of the Allottee and the Vendors/Developers 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.

74. **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 to consider as properly served on all the Allottees.
75. **Stamp Duty and Registration:-** The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

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

77. 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 Goa courts will have the jurisdiction for this Agreement.

SCHEDULE –I

(DESCRIPTION OF THE SAID PLOTS)

ALL THAT Plot No.B admeasuring 3195.00 square meters Surveyed under Survey No.23/1-B, Village Queula, Taluka Ponda, and Plot No. C admeasuring 4093.00 square meters Surveyed under Survey No. 23/1-C Village Queula, Taluka Ponda forming a part of larger property known as 'BORODO' alias 'BANGAL BORODO', situated within the limits of Village Panchayat of Queula, Taluka and Registration Sub – District of Ponda, District of South Goa, State of Goa, and which property is not registered in Land Registration Office of Ilhas but enrolled in Matriz records under No. 830.

That Plot No. B admeasuring 3195.00 square meters is bounded as under:-

On or towards the East:- by Plot under Survey No. 23/1 (part),

On or towards the West:- by Plot under Survey No. 23/1 (part),

On or towards the North:- by Plot under Survey No. 23/1-E and
23/1 (part),

On or towards the South:- by Plot under Survey No. 23/2.

That Plot No. C admeasuring 4093.00 square meters is bounded as under:-

On or towards the East:- by Plot under Survey No. 27,

On or towards the West:- by Plot under Survey No. 23/1,

On or towards the North:- by Plot under Survey No. 23/1, and

On or towards the South:- by Plot under Survey No. 23/2.

SCHEDULE -II

(DESCRIPTION OF THE SAID APARTMENT/RESIDENTIAL UNIT)

ALL THAT APARTMENT/RESIDENTIAL UNIT No.....situated on Second floor, consisting of ____ bed rooms, _____ balcony, ____ Living Room, _____ Kitchen, ____toilets, delineated on the Plan annexed to this Agreement and admeasuring ____ Sq. mts of (Carpet / super built up area) including proportionate area of the staircase, passage, entrance lobby, lift, etc, and proportionate area of the _____ square meters towards common amenities such as Electrical / Society room, recreation room, open terrace, etc. thus making the total carpet / saleable area to square meters in the building "SUMIT PROVINCE II" C – wing and the Parking Space No._____ which are constructed in plots described in SCHEDULE I, and shown delineated in the red boundary line in the plan annexed.

SCHEDULE NO. III

MODE OF PAYMENT

- | | |
|--|---------|
| 1. Within 30 days of booking of the Apartment/Residential Unit or On Agreement, whichever is earlier | _____ % |
| 2. Payment on completion of Plinth | _____ % |
| 3. Payment on completion of different slab
(installments 30% divided by number of slabs) | _____ % |
| 4. Payment on completion of Masonry,
Erection of doors, windows, etc. | _____ % |
| 5. Payment on tiling, Plumbing, electrical
Works, etc. | _____ % |
| 6. On completion and taking of possession | _____ % |

Total:

_____ %

MODE OF PAYMENT FOR EXTRA WORKS:

Extra works will be executed by THE DEVELOPERS only after the amount corresponding to the cost of extra works is agreed to be payable by THE PURCHASER/S and the amount is deposited in advance. The estimate for the extra work, if any prepared by THE VENDORS shall be final and binding.

SCHEDULE NO. IV STANDARD SPECIFICATION

1. R.C.C. Structure building with walls of brick / Laterite stone work.

2. Outside double coat sand face plaster, internally lime finish plaster.
3. Vitrified porcelano tiles in flooring of all rooms including Kitchen, staircase, landing, midlanding, etc. basic rate tiles is Rs.400/- per square meters.
4. Ceramic tiles in flooring and up to doors height in the toilet, bath / W.C. Basic rate of tiles Rs.350/- per square meters.
5. Granite Top kitchen platform with stainless steel sink and glazed tiles dado upto 2" height on kitchen platform top.
6. Plumbing work concealed type and drainage work as per P.M.C. Village Panchayat rules.

7. Doors and windows:-

- a.) One side teakwood veneer finish flush door to main door.
 - b.) Commercial flush door to Bedroom
 - c.) Wooden frame and marine ply wood panel or fibre doors to WC and bath.
 - d.) Louvers window to W.C. and bath
 - e.) Aluminum sliding windows
 - f.) Aluminum / M.S. fittings to doors
 - g.) Wooden / Marble frames to all doors and windows
8. Concealed electric work of copper wiring as approved by Electricity Department. Living Room 5 points, Bedroom 4 points, Toilet / WC/ Bath one point, kitchen 4 points.
 9. Telephone point to living room.
 10. One geyser to every Apartment/Residential Unit.
 11. Night latch to main door.
 12. Thread and riser staircase steps in Tandoor / Kota Stone / Marble.
 13. Acrylic paint to outer walls and Distemper to internal walls and enamel paint to all other wooden metal work.
 14. Plain cement concrete paving and small garden within building compound.

IN WITNESS WHEREOF the Parties hereto have set hands on the day and year first herein above mentioned.

SIGNED AND DELIVERED BY)
THE VENDORS:-

M/S. KUNDIL REALTY PRIVATE LIMITED.

(SHRI. _____)

Left hand finger impressions.

-----Right
hand finger impression

SIGNED AND DELIVERED BY)
THE PURCHASER:-

(SHRI. _____)

Left hand finger impressions.

Right hand finger impressions.

M/S SUMIT WOODS PRIVATE LIMITED
REPRESENTED HEREIN BY
SHRI DHAIRYSHIL BAPUSAHEB PATIL

L.H.T.I

R.H.T.I

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

Witnesses:-

1. _____

2. _____