



This AGREEMENT OF SALE is made on this .....th day of the month of ..... 2021, at Mapusa, Sub District of Bardez Taluka, District of North Goa, state of Goa;

**BETWEEN;**

**M/s CLASSIC SQUARES REALTY PRIVATE LIMITED**, a Company incorporated under the Indian Companies Act 1956, holder of Pan Card bearing No. [REDACTED] having office at 501, 5th Floor, Fortune Square, Morod, Mapusa, Bardez, Goa, represented by its Director;

**MR. OSWALD F RANCISCO DE MELO**, aged 50 years, married, son of John de Melo, Engineer, Holder of Pan Card No. [REDACTED] Indian National, resident of House No. E/4/19, Agndicho Vaddo, Guirim, Bardez, Goa, hereafter called the **PROMOTER/DEVELOPER/VENDOR** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the said Company) of the **ONE PART**.

**AND**

1. **MR.** \_\_\_\_\_, aged \_\_\_\_\_ years, married, occupation \_\_\_\_\_, son of Mr. \_\_\_\_\_, holder of Pan Card bearing No. \_\_\_\_\_, Indian National and his wife;
2. **MRS.** \_\_\_\_\_, aged \_\_\_\_\_ years, married, occupation \_\_\_\_\_, daughter of \_\_\_\_\_, holder of Pan Card bearing No. \_\_\_\_\_, Indian National, both residents of \_\_\_\_\_. Hereinafter called the **ALLOTTEES/PURCHASERS** (which expression shall include his heirs, executors and assignees) AS THE PARTY OF THE **SECOND PART**.

**AND**

1. **MRS. VERONICA BRIDGET JESSIE D'SOUZA ALIAS MRS.VERONICA BRIDGET JESSIE D'SOUZA ALIAS VERONICA LUCAS CARDOZO ALIAS VERONICA CARDOZO** daughter of Late Vincent L. D'souza, age 60 years, housewife, holding Pan Card bearing No. [REDACTED] and her husband;
2. **MR. LUCAS CARDOZO**, son of Late Eli Cardozo, aged 62 years, business, and holding PAN card No. [REDACTED], Indian National, both residents of 161/162, D.P. Road, Aund, Pune, 411001;
3. **MRS. LILY FERNANDES ALIAS MRS. LILY SIDNEY D'SOUZA**, widow of Sidney Nelson Peter A. D'souza, aged 55 years, housewife, and holding PAN card No. [REDACTED], Indian National, resident of Flat No. 20, Shivale Towers, Kirkee, Pune
4. **MS. JACINTA LUCY RITA D'SOUZA ALIAS JACINTA D'SOUZA**, daughter of Late Vincent L. D'souza, unmarried, aged 55 years, holding PAN card No. [REDACTED] Indian National, resident of H. No. 886, Bootte Street Camp, Pune – 1;

5. **MS. GEMMA PLACIDA LUCY D'SOUZA ALIAS GEMMA D'SOUZA**, daughter of Late Vincent L. D'Souza, unmarried, aged 65 years, retired, holding PAN card No. [REDACTED], Indian National, resident of H. No. 886, Bootte Street Camp, Pune – 1;
6. **MR. LESLIE ALOYSIUS ANTHONY JOSEPH D'SOUZA ALIAS LESLIE D'SOUZA ALIAS LESLY ALOYSIUS A. J. D'SOUZA**, son of Late. Vincent L. D'souza, aged 64 years of age, unmarried, retired, holding PAN card No. [REDACTED] Indian National, resident of H. No. 886, Bootte Street Camp, Pune – 1;
7. **MRS. OLIVIA MARIA APOLONIA D'SOUZA ALIAS OLIVIA GEORGE**, married, daughter of Late Vincent L. D'souza, age 62 years, retired, housewife, holding Pan Card bearing No. [REDACTED] and her husband;
8. **MR. LOURDES J. GEORGE**, son of Late John B. George, aged 66 years, retired, married, holding Pan Card bearing No. [REDACTED] Both Indian Nationals, resident of H. No. B/03, Green Fields Buildings, Opp. Poincur depot, Kandivali West, Mumbai – 400067; hereinafter referred to **OWNERS/CONFIRMING PARTY**” (which expression shall where which expression shall where the context so require or permit shall include their respective heirs, legal representatives, successors, executors and assigns) **OF THE THIRD PART.**

**WHEREAS**, the Owner No.1,2,3,4,5,6,7 & 8 are now hereby represented in this Agreement by their Lawful Attorney the Promoter/Developer represented by its director Mr. Oswald Francisco De Melo by virtue of Power of Attorney dated 25/01/2021 executed before the Notary Mr. Y. Zuzarte at Mapusa under Ref. No. 1311/2021.

**WHEREAS WHEREAS**, at village Penha de Franca, which is within the limits of Village Panchayat of Penha de Franca, Sub-District of Bardez Taluka, District of North Goa, State of Goa, there exists an immovable property known as **“MOULI” or “SORVO”**, surveyed under no. 181/1-A of Village Penha de Franca Survey Records, totally admeasuring 2560 sq.mts. The said survey no. 181/1-A was a part of the larger property bearing survey no. 181/1 which was partitioned amongst the owners. The aforesaid property is not found described in the Land Registration Office but is enrolled in the Taluka Revenue Office under no. 128. For the sake of brevity the property surveyed under no. 181/1-A of Village Penha de Franca Survey Records and shall hereinafter be referred to as the **“SAID PROPERTY”**

**AND WHEREAS**, the larger property surveyed under No. 181/1 of Village Penha de Franca was originally owned and possessed by Vitorino Filipe D'Souza alias Victorino Filipe D'Souza and the Taluka Revenue Records under matriz no. 128 pertaining to the larger property was registered in the name of Vitorino Filipe D'Souza;

**AND WHEREAS**, the said Vitorino Filipe D'Souza alias Victorino Filipe D'Souza, was married to Ana Rosaria Ataide, who hailed from Village Penha de Franca. The Vitorino Filipe D'Souza alias Victorino Filipe D'Souza and his wife Ana Rosaria Ataide had three children viz; (i) Diago D'Souza married to Maria Ubaldina Ataide D'Souza, (ii) Lourenco D'Souza married to Maria Ernestina D'Souza and (iii) Maria Francisca D'Souza, spinster;

**AND WHEREAS**, at the time of promulgation of Survey Records, the names of Vincent D'Souza, who is a late father/ father –in – law of the Owner/Confirming Party, and Agapito J. D. D'Souza were recorded in the Form I & XIV as Occupants in possession. The said Vincent D'Souza and Agapito J. D. D'Souza were the sons of Lourenco D'Souza and grandsons of Vitorino Filipe D'Souza alias Victorino Filipe D'Souza. On the demise of Vincent D'Souza, the name of Vincent D'Souza was deleted from the Survey Records at Form I & XIV and the names of all his heirs i.e. the Owner/Confirming Party herein and their other siblings including the deceased brother Norbert D'Souza;

**AND WHEREAS**, on the demise of Vitorino Filipe D'Souza alias Victorino Filipe D'Souza and his wife Ana Rosaria Ataide, Inventory Proceedings were initiated in the Court of Civil Judge, Senior Division at Mapusa, being Inventory Proceedings no. 126/2015/A and the larger property bearing survey no. 181/1 was taken at Item no. 1;

**AND WHEREAS**, by Judgment & Order dated 31/08/2015, passed by the Civil Judge Senior Division at Mapusa in Inventory Proceedings no 126/2015/A, the property taken at Item no. 1 was jointly allotted to the Owner/Confirming Party herein and all their other siblings including the deceased brother Norbert D'Souza who died on 08/11/2020;

**AND WHEREAS**, the late husband of Owner/Confirming Party no. 3, viz Sidney Nelson Peter A. D'souza expired on 28<sup>th</sup> of January 2017, leaving behind the Owner/Confirming Party No.3 as his half sharer Moiety holder and two children. Pursuant to his demise inventory proceedings were initiated in the court of Civil Judge Senior Division at Mapusa being Inventory Proceeding No. 254/2017/C and his 1/7 undivided right/share in the said property was exclusively allotted to the owners/confirming party No.3 via order dated 21/12/2017.

**AND WHEREAS**, by a Deed of Partition dated 25/07/2018 and duly executed and registered before the Sub Registrar of Bardez at Mapusa under serial no. 3114/18, the larger property bearing survey no. 181/1 of Village Penha De Franca was partitioned by meets and bounds. Pursuant to the said Deed of Partition Owner/Confirming Party No.1 to 4 herein and their deceased brother Norbert D'Souza came to own the northern and eastern portion of the larger property and admeasuring 2560 sq.mts.

**AND WHEREAS**, partition proceeding under the provision of Land Revenue Code (LRC) was initiated in the Court of Deputy Collector of Bardez at Mapusa under case no. 15/275/2018/PART/LAND/II. The larger property was partitioned as per the said Deed of Partition dated 25/07/2018, the southern and western portion admeasuring 2415 sq.mts. retained survey no. 181/1 and the northern and eastern portion admeasuring 2560 sq.mts. was allotted survey no. 181/1-A and shall herein be referred to as "THE SAID PROPERTY", and is better described in Schedule – I hereunder;

**AND WHEREAS**, the brother of the Owners/Confirming Party herein viz; **NORBERT WILFRED VALERIAN D'SOUZA ALIAS NORBERT D'SOUZA, bachelor** passed away on 09/11/2020 leaving behind the Owners/Confirming Party as his sole and universal heirs. The said deceased Norbert D'Souza had 1/4<sup>th</sup> undivided right/share in "THE SAID PROPERTY". Hence his (deceased Norbert) 1/4<sup>th</sup> right/share got devolved unto his 6 co-laterals heirs, the Owners/Confirming Party herein, each inheriting from the him (deceased Norbert) 1/24 undivided right/share to "THE SAID PROPERTY" described in Schedule - I;

**AND WHEREAS**, the Owners/Confirming Party no. 1 & 2 (jointly), 3 & 4 each have 7/24 undivided share to "THE SAID PROPERTY" and the Owners/Confirming Party no 5, 6, 7 & 8 (jointly) each have 1/24 undivided share to "THE SAID PROPERTY";

**AND WHEREAS**, the Owners/Confirming Party had entered into an Agreement For Sale And Development dated 25/01/2021 executed before Notary Y.Zuzarte on 29/01/2021 under Ref. No. 1341/2021 wherein the Owners/Confirming Party granted to the Promoter/Developer, development rights to the piece or parcel of freehold land lying and being at Penha De Franca in the district of Bardez admeasuring 2560 sq.mts, or thereabouts more particularly described in the Schedule I hereunder written and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/ Power of Attorney;

**AND WHEREAS**, The Promoter/Developer are constructing on a portion of the SAID PROPERTY, buildings project which shall be known as and hereinafter be referred to as "**ELITE SQUARE 2**".

**AND WHEREAS** the Promoter/Developer have obtained Sanad for conversion dated 09-05-2019 bearing no. RB/CNV/BAR/AC-I/75/2015 for property bearing Survey No. 181/1 situated at Village Penha de Franca of Bardez Taluka issued by the Collector of North Goa at Panaji- Goa.

**AND WHEREAS**, the Promoter/Developer have obtained Technical Clearance having Ref. No. TPB/4816/TCP-18/5583 dated 24/12/2018 from the Town and County Planning Department at Mapusa-Goa.

**AND WHEREAS** the Village Panchayat of Penha De Franca has granted construction license by Ref. No.VP/PDF/004/19-20/1267/11 dated 09/08/2019.

**AND WHEREAS** now the Allottee/Purchasers have approached the PROMOTER/DEVELOPER expressing his/her willingness to bear the cost of construction and acquire an apartment/shops more particularly identified in Schedule II hereunder written and hereinafter also referred to as the SAID APARTMENT.

**AND WHEREAS** the Promoter/Developers are entitled and authorized to construct buildings on the project land in accordance with the recitals herein above;

**AND WHEREAS** the Promoter/Developer is now in possession of the project land;

**AND WHEREAS** the Promoter/Developer has proposed to construct on the project land buildings such as Block A, B, (2 buildings) having stilt + upper ground floor + first floor + second floor + third floor, and fourth floor and Block C(1 building) having stilt + upper ground floor + first floor + second floor + third floor.

**AND WHEREAS** the Allottee/Purchasers have agreed to purchase an Apartment bearing number \_\_\_\_\_ on the \_\_\_ floor (hereinafter referred to as the said apartment) in the \_\_\_\_\_ wing/block of the Building called “**ELITE SQUARE 2**” (Herein after referred to as the said “Building”) being constructed in the said Elite Square 2 project by the Promoter/Developer;

**AND WHEREAS** The Allottee/Purchasers have approached the Promoter/Developer, to acquire an apartment, identified as **Apartment No. \_\_\_\_\_**, admeasuring carpet area of \_\_\_\_\_ **sq. mts.** and for information its corresponding built up area \_\_\_\_\_ **sq. mts**, and balcony having area of \_\_\_\_\_ **sq.mts** located on the \_\_\_\_\_ **floor** of the **Block No. \_\_\_\_\_** of “\_\_\_\_\_ ” along with the undivided proportionate share in the Said Property, (hereafter written and shall be referred to as the “**SAID APARTMENT**”).), more particularly described in Schedule No. II.

**AND WHEREAS** the Promoter/Developer has appointed an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; **AND WHEREAS** the Promoter/Developer has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder Act with the Real Estate Regulatory Authority at Panaji under No. \_\_\_\_\_;

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

**AND WHEREAS** by virtue of the Development Agreement/Power of Attorney the Promoter/Developer has sole and exclusive right to sell the Apartments/shops in the said building/s to be constructed by the Promoter/Developer on the project land and to enter into Agreement/s with the Allottee/Purchaser(s)/s of the Apartments to receive the sale consideration in respect thereof;

**AND WHEREAS** on demand from the Allottee/Purchasers, the Promoter/Developer has given inspection and copies to the Allottee/Purchasers of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter/Developer’s Architects Messrs.’ .Ulysis, Panaji, Goa. 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 Promoter/Developer has agreed to construct and allot the SAID APARTMENT/SHOP including a stilt car park to the Allottee/Purchasers for a consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** which consideration includes the cost of corresponding undivided share in the land and subject to the further terms and conditions hereafter appearing.

All consideration mentioned herein is paid by the Allottee/Purchasers to the Promoter/Developer only.

The Allottee/Purchasers have agreed to pay the above said sum in the manner stipulated in Schedule IV hereafter written and has also agreed to abide by the other terms and conditions stipulated hereafter.

**AND WHEREAS** the Developer has all the authenticated copies of Certificate of Title issued by the legal Practitioner of the Promoter/Developer, or any other relevant revenue record showing the nature of the title of the Promoter/Developer to the project land on which the Apartments/shops are constructed or are to be constructed.

**AND WHEREAS** the Developer has the authenticated copies of the plans of the Layout as approved by the concerned Competent Authority.

**AND WHEREAS** the authenticated copies of the plans of the Layout as proposed by the Promoter/Developer and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project.

**AND WHEREAS** the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/Purchasers, as sanctioned and approved by the competent authority;

**AND WHEREAS** the Promoter/Developer has got some of the approvals from the concerned competent authority(s) to the plans, the specifications, elevations, sections and of the said building/s wherever applicable 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 competent authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter/Developer while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned competent authority;

**AND WHEREAS** the Promoter/Developer shall accordingly commence construction of the said building/s in accordance with the said approved plans;

**AND WHEREAS** the Allottee/Purchasers have approached the Promoter/Developer for purchase of an Apartment No. \_\_\_\_\_ on \_\_\_\_\_ floor in block \_\_\_\_\_ Situated in the building ELITE SQUARE 2 being constructed in the said \_\_\_\_\_ Square Project;

**AND WHEREAS** the carpet area as defined under clause (K) of section 2 of the said Rera Act, of the said Apartment is \_\_\_\_\_ Square meters;

**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/Purchasers have paid to the Promoter/Developer a sum of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) being advance payment or an Application Fee as provided in section 13 of the said Act (the payment and receipt whereof the Promoter/Developer both hereby admit and acknowledge) and the Allottee/Purchasers have agreed to pay to the Promoter/Developer the balance of the sale consideration in the manner hereinafter appearing.

**AND WHEREAS**, the Promoter/Developer has registered the Project under the provisions of the Real Estate (Regulation and 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/Developer is required to execute a written Agreement for sale of said Apartment with the Allottee/Purchasers, 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/Developer hereby agrees to sell and the Allottee/Purchasers hereby agree to purchase the Apartment and the stilt parking/car parking;

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

1. The Promoter/Developer shall construct the said building/s consisting of buildings such as Block A, B (2 buildings) having stilt + upper ground floor + first floor + second floor + third floor + fourth floor and C block having stilt + upper ground floor + first floor + second floor + third floor on the project land in accordance with the plans, designs and specifications as approved by the concerned competent authority from time to time wherever applicable.



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

1.a (i) The Allottee/Purchasers hereby agree to purchase from the Promoter/Developer and the Promoter/Developer hereby agrees to sell to the all \_\_\_\_\_ sq. mts. the apartment shall also have an exclusive area of balcony of \_\_\_\_\_ sq.mts on \_\_\_\_\_ floor in the building \_\_\_\_\_ (hereinafter referred to as “the Apartment” as shown in the floor plan thereof hereto annexed for the consideration of **Rs. \_\_\_\_\_ (Rupees ..... Only).** which includes the proportionate incidence of common areas and facilities appurtenant to the apartment, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith.

(ii)The Allottee/Purchaser hereby agrees to purchase from the Promoter/Developer and the Promoter/Developer hereby agrees to sell to the Allottee/Purchaser covered parking bearing no. \_\_\_\_\_ situated at stilt.

1(b) The total aggregate consideration amount for the apartment including covered car parking spaces is thus **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).**

1(c) The Allottee/Purchaser has paid on or before execution of this agreement a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as advance payment or application fee and hereby agrees to pay to the Promoter/Developer the balance amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) As per the mode of payment as mutually agreed between the parties as attached annexure or any other schedule of payment agreed mutually.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter/Developer by way of Infrastructure tax, GST and Cess or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter/Developer) up to the date of handing over the possession of the Apartment.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges/taxes payable to the competent authority and/or any other increase in charges/ takes or other which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter/Developer undertakes and agrees that while raising a demand on the Allottee/Purchasers for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter/Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/Purchasers, which shall only be applicable on subsequent payments.

1(f) The Promoter/Developer may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/Purchasers on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/Purchasers by the Promoter/Developer.

(f) (i) Any taxes, charges or outgoings levied by the Municipality or any other competent authority exclusively pertaining to the SAID APARTMENT shall be borne by the Allottee/Purchasers, from the date of Occupancy Certificate, irrespective of whether the Allottee/Purchasers has/have taken the possession of the SAID APARTMENT or not.

(f) (ii) The Allottee/Purchasers and the Promoter/Developer shall adhere to Real Estate (Regulation and Development) Act 2016.

1(g) The Promoter/Developer shall confirm the final carpet area that has been allotted to the Allottee/Purchasers 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/Developer. If there is any reduction in the carpet area within the defined limit then Promoter/Developer shall refund the excess money paid by Allottee/Purchaser within forty-five days with annual interest at the rate specified in the Goa Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on website) Rules, 2017 (hereinafter referred to as the said Rules), from the date when such an excess amount was paid by the Allottee/Purchaser. If there is any increase in the carpet area allotted to Allottee/Purchaser, the Promoter/Developer shall demand additional amount from the Allottee/Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee/Purchaser authorizes the Promoter/Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter/Developer may in its sole discretion deem fit and the Allottee/Purchaser undertakes not to object/demand/direct the Promoter/Developer to adjust his payments in any manner.

The Promoter/Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/Purchasers, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the Apartment.

Time is essence for the Promoter/Developer as well as the Allottee/Purchasers. The Promoter/Developer shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/Purchasers and the common areas to the association of the Allottee/Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the Allottee/Purchasers have paid all the consideration and other sums due and payable to the Promoter/Developers as per the agreement. Similarly, the Allottee/Purchasers 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/Developer, as provided in clause 1(c) herein above. ("Payment Plan").

3. The Promoter/Developer hereby declares that the Floor Area Ratio available as on date in respect of the project land is \_\_\_\_\_ square meters only and Promoter/Developer 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/Developer has disclosed the Floor Space Index of \_\_\_\_\_ as proposed to be utilized by him on the project land in the said Project and Allottee/Purchasers have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter/Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter/Developer only.

4.1. If the Promoter/Developer fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee/Purchasers, the Promoter/Developer agrees to pay to the Allottee/Purchasers, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/Purchasers, for every month of delay, till the handing over of the possession. The Allottee/Purchasers agree to pay to the Promoter/Developer, interest as specified in the said Rules, on all the delayed payment which become due and payable by the Allottee/Purchasers to the Promoter/Developer under the terms of this Agreement from the date the said amount is payable by the Allottee/Purchaser(s) to the Promoter/Developer.

4.2. Without prejudice to the right of Promoter/Developer to charge interest in terms of sub clause 4.1 above, on the Allottee/Purchasers committing default in payment on due date of any amount due and payable by the Allottee/Purchasers to the Promoter/Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/Purchasers committing three defaults of payment of instalments, the Promoter/Developer shall at his own option, may terminate this Agreement: Provided that, Promoter/Developer shall give notice of fifteen days in writing to the

Allottee/Purchasers, by Registered Post AD at the address provided by the Allottee/Purchasers and mail at the e-mail address provided by the Allottee/Purchasers, 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/Purchasers fails to rectify the breach or breaches mentioned by the Promoter/Developer within the period of notice then at the end of such notice period, Promoter/Developer shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter/Developer shall refund to the Allottee/Purchasers (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter/Developer) within a period of sixty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee/Purchasers to the Promoter/Developer and the Promoter/Developer shall not be liable to pay to the Allottee/Purchasers 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/Developer in the said building and the Apartment as are set out in Annexure annexed hereto.

6. The Promoter/Developer shall give possession of the Apartment to the Allottee/Purchasers on or before \_\_\_\_\_. If the Promoter/Developer fails or neglects to give possession of the Apartment to the Allottee/Purchasers of account of reasons beyond his control and of his agents by the aforesaid date then the Promoter/Developer shall be liable on demand to refund to the Allottee/Purchasers 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/Developer received the sum till the date the amounts and interest thereon is repaid.

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

- (i) War, civil commotion or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/ court.
- (iii) Any notice, order, Decree, Judgment, PIL filed by person/s, environmental protestors, NGO, rule, notification of the Government or Court or any other competent authorities including the Collector, Mamlatdar, Administrative Tribunal, and the Planning Authorities delays due to changes in any laws or changes in the official planning approval and completion certifications/procedures/requirements or delays in issue of occupancy and other completion certificates by the concerned authorities or due to delays in sanction of electricity and water and sewage connection to the said Apartment.

- (iv) Non-availability or restricted supply of steel cement, building material, water, electricity, whether due to transport or other strikes, stoppages, outrages or other causes; and,
- (v) Any other reason or reasons beyond the control of the Promoter/Developer and in case of any of the aforesaid events taking place the Promoter/Developer shall be entitled to additional extension of time for the delivery of the said Apartment for the use and occupation of the Allottee/Purchasers.

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

7.2. The Allottee/Purchasers shall take possession of the Apartment within 15 days of the written notice from the Promoter/Developer to the Allottee/Purchasers intimating that the said Apartments are ready for use and occupancy.

7.3. Failure of Allottee/Purchasers to take Possession of Apartment upon receiving a written intimation from the Promoter/Developer as per clause 7.1, the Allottee/Purchasers shall take possession of the Apartment from the Promoter/Developer by paying all amounts executing necessary indemnities, undertakings and such other documentation as specified in this Agreement, and the Promoter/Developer shall give possession of the Apartment to the Allottee/Purchasers. In case the Allottee/Purchasers fails to take possession within the time provided in clause 7.2, such Allottee/Purchasers shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project and the building thereon.

7.4. If within a period of five years from the date of handing over the Apartment to the Allottee/Purchasers, the Allottee/Purchasers brings to the notice of the Promoter/Developer 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/Developer at his own cost and in case it is not possible to rectify such defects, then the Allottee/Purchasers shall be entitled to receive from

the Promoter/Developer, compensation for such defect in the manner as provided under the Act. In case the Allotees carry out any work within the apartments after taking possession, resulting in cracks and dampness or any other defect within or to the adjoining apartments/s, then in such an event the Promoter/Developer shall not be liable to rectify or pay compensation. But the Promoter/Developer 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.

Similarly, the Promoter/Developers shall not be responsible for colour/size variations in painting, flooring tiles, glazed tiles, any natural stones like marble, granite, any sanitary fittings, expansion and contraction in wood or any other material etc.

8. The Allottee/Purchasers shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the stilt parking or parking space only for purpose of keeping or parking vehicle.

9. The Allottee/Purchasers along with other Allottee/Purchaser(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/Developer 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/Developer within seven days of the same being forwarded by the Promoter/Developer to the Allottee/Purchasers, so as to enable the Promoter/Developer to register the common organization of Allottee/Purchasers. No objection shall be taken by the Allottee/Purchasers 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.a. The Allottee/Purchasers agree to pay to the Promoter/Developer on taking possession of the said apartment:-

Rs. \_\_\_\_\_/- shall be paid to the Promoter/Developer towards the payment of common expenses like lift, common electricity, common water charges, sweeper's salary staircase etc. for a period of \_\_\_\_\_ years from the time of delivery of possession of the said Apartment. The said charge is calculated at the rate of Rs. \_\_\_\_\_/- per sq.mts. of carpet area per month of the said apartment. After the period of \_\_\_\_\_ years are over, the Entity/Society/Association can maintain the said common areas such as repairs and maintenance of roads, common lights, security, compound wall, pumps, repairs of drainage system, gardens, etc. In case the said amount is not sufficient the Allottee/Purchasers shall contribute further sums that may become

necessary for the maintenance or upgrading of the facilities. The Allottee/Purchasers shall not claim exemption/ rebate/ Reduction of the said “expenditure” on the grounds Of non-use of the apartment by the Allottee/Purchasers of these common facilities, utilities etc. or on the grounds of non- occupancy of the Apartment by the Allottee/Purchasers for any length of time. After the period of \_\_\_\_\_ years, the Entity/Society/Association could request the Promoter/Developer subject to prompt contribution by all the Allottee/Purchasers, to continue to manage and maintain the project. But it will be the sole decision of the Promoter/Developer whether to continue or not to continue to manage and maintain the Project. The deposit paid by the Allottee/Purchasers to the aforesaid clause will not include internal maintenance of the individual Apartment by the Promoter/Developer.

It is agreed that the non-payment or default in payment of outgoings on time by Allottee/Purchaser shall be regarded as the default on the part of the Allottee/Purchaser and shall entitle the Promoter/Developer to charge interest on the dues, in accordance with the terms and conditions contained herein.

The Allottee/Purchasers shall not claim exemption/ rebate/ Reduction of the said “expenditure” on the grounds of non-use of the apartment by the Allottee/Purchasers of these common facilities, utilities etc. or on the grounds of non-occupancy of the Apartment by the Allottee/Purchasers for any length of time.

If the Promoter/Developer and/or the Entity/Society/Association are of the opinion that the amount fixed herein above will not be sufficient for proper maintenance of \_\_\_\_\_, the Promoter/Developer and/or the Entity/Society/Association are authorized to increase the aforesaid deposit with prior intimation to the Allottee/Purchasers and the Allottee/Purchasers shall pay the same within \_\_\_\_\_ days from the date of such intimation.

9.3.The Allottee/Purchaser hereby further agrees that they shall at the time of delivery of possession of the said Apartment advance Rs. \_\_\_\_\_/- per square meter of carpet area of Apartment towards “RESERVED MAINTAINANCE FUND”/“SINKING FUND/CORPUS FUND”. This fund will be transferred to the Entity/ Society/Association once it is formed.

10. The Allottee/Purchasers shall on or before delivery of possession of the said apartment keep deposited with the Promoter/Developer, the following amounts:—

- (i) Rs. \_\_\_\_\_/- for share money, application entrance fee of the Society or Limited Company/Federation/Apex body.
- (ii) Rs. \_\_\_\_\_/-for formation and registration of the Society or Limited Company/Federation/Apex body.
- (iii) As Applicable for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.
- (iv) Rs. \_\_\_\_\_/- per sq mtr of carpet area per month for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body and will be collected for 2 years upon completion of the project.

- (v) Rs. \_\_\_\_\_/- For Deposit towards Water, Electric, and other utility and services connection charges.
- (vi) Rs. \_\_\_\_\_/-for deposits of electrical receiving, transformer and Sub-Station provided in Layout.
- (vii) Rs. \_\_\_\_\_/- as legal charges for agreement of sale and Rs. \_\_\_\_\_/- for conveyance deed.
- (viii) Rs. \_\_\_\_\_/- per sq.mts as infrastructure Tax.
- (ix) Rs. \_\_\_\_\_ per sq. mts. of carpet area as Corpus/Sinking fund in respect of the Society or Limited Company/Federation/Apex Body.
- (x) Stamp Duty and Registration Charges as applicable.

11. The Allottee/Purchasers shall pay to the Promoter/Developer a sum of Rs. \_\_\_\_\_/- for meeting all legal costs, charges and expenses, including professional costs of the legal practitioner of the Promoter/Developer in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and by-laws.

12. At the time of registration of conveyance of the structure of the building, the Allottee/Purchasers shall pay to the Promoter/Developer, the Allottee/Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance 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 of the project land, the Allottee/Purchasers shall pay to the Promoter/Developer, the Allottee/Purchasers' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance 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/DEVELOPER**

The Promoter/Developer hereby represents and warrants to the Allottee/Purchasers as follows:–

- i. The Promoter/Developer has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- 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/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
  - vi. The Promoter/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/Purchaser created herein, may prejudicially be affected;
  - vii. The Promoter/Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement;
  - viii. The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/Purchaser in the manner contemplated in this Agreement;
  - ix. At the time of execution of the conveyance deed of the structure to the association of Allottee/Purchasers the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/Purchasers;
  - x. The Promoter/Developer has duly paid and shall continue to pay and discharge undisputed Governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
  - 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/Developer in respect of the project land and/or the Project except those disclosed in the title report.
14. The Allottee/Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter/Developer as follows:–

(i) To maintain the Apartment at the Allottee/Purchaser's own cost in good and tenantable repair and condition from the date the possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

(ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/Purchaser in this behalf, the Allottee/Purchasers 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/Developer to the Allottee/Purchasers 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/Purchasers committing any act in contravention of the above provision, the Allottee/Purchasers 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/Developer 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/Developer within fifteen days of demand by the Promoter/Developer, his share of security deposit any taxes or levies and other amounts as demanded by the concerned local authority or Government for providing infrastructure like water, electricity, sewerage or any other service connection to the building in which the 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/Purchasers for any purposes other than for purpose for which it is sold.

(ix) The Allottee/Purchasers 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/Purchasers to the Promoter/Developer under this Agreement are fully paid up.

(x) The Allottee/Purchasers 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/Purchasers 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.

15. The Promoter/Developer shall maintain a separate account in respect of sums received by the Promoter/Developer from the Allottee/Purchasers 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.

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 Apartments or of the said Plot and Building or any part thereof. The Allottee/Purchasers 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/Developer until sold/allotted.

### **17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter/Developer executes this Agreement he shall not mortgage or create a charge on the said 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/Purchasers who has taken or agreed to take such Apartment.

### **18. BINDING EFFECT**

Forwarding this Agreement to the Allottee/Purchasers by the Promoter/Developer does not create a binding obligation on the part of the Promoter/Developer or the Allottee/Purchasers until, firstly, the Allottee/Purchasers sign 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/Purchasers and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter/Developer. If the Allottee/Purchaser(s) fails to execute and deliver to the Promoter/Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/Purchasers and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter/Developer, then the Promoter/Developer shall serve a notice to the Allottee/Purchasers for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/Purchaser, application of the Allottee/Purchasers shall be treated as cancelled and all sums deposited by the Allottee/Purchasers in connection therewith including the booking amount shall be returned to the Allottee/Purchasers 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 apartment/plot/building, as the case may be.

### **20. RIGHT TO AMEND**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/Purchasers of the Apartment in case of a transfer, as the said obligations go along with the Apartment 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/Purchasers has to make any payment, in common with other Allottee/Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project. For such calculations, areas of exclusive balconies, verandas and/or terraces shall be added to carpet area of respective Allottee/Purchasers.

## **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/Developer through its authorized signatory at the Promoter/Developer's Office, or at some other place, which may be mutually agreed between the Promoter/Developer and the Allottee/Purchaser, after the Agreement is duly executed by the Allottee/Purchaser and the Promoter/Developer or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Thereafter this Agreement shall be deemed to have been executed.

26. The Allottee/Purchasers and/or Promoter/Developer shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter/Developer will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee/Purchasers and the Promoter/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchasers or the Promoter/Developer by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:–

MRS. \_\_\_\_\_,  
 # H. No. \_\_\_\_\_  
 Notified Email ID: \_\_\_\_\_

**M/s CLASSIC SQUARES REALTY PRIVATE LIMITED**

501, 5th Floor, Fortune Square, Morod, Mapusa, Bardez, Goa  
 Notification ID: [sales@classicsquares.in](mailto:sales@classicsquares.in)

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

**28. JOINT ALLOTTEE/PURCHASERS**

That in case there are Joint Allottee/Purchasers all communications shall be sent by the Promoter/Developer to the Allottee/Purchasers 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 Allottee/Purchasers.

29. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/Purchasers.

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

**31. GOVERNING LAW**

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

**32. TRANSFER:**

(a) All costs, charges, expenses etc including stamp duty, registration charges, lawyer's fees and any other expenses in connection with preparation, execution and registration of the DEED/DEEDS of conveyance shall be borne by the Allottee/Purchaser/Purchasers.

(b) In the event the Entity/Society/Association cannot be formed for any reason or the Conveyance cannot be executed in the name of the Entity/Society/Association, the Promoter/Developer/Developers shall (i) convey unto the Allottee/Purchaser/Purchasers the SAID APARTMENT and (ii) get executed the Conveyance of the undivided share of the portion of the SAID PROPERTY or the portion thereof on which ELITE SQUARE 2 is

constructed, proportionate to the carpet area of the SAID APARTMENT unto the Allottee/Purchaser, in such manner, as may be determined by the Promoter/Developer.

**33. USE OF CERTAIN FACILITIES:**

The swimming pool, garden, club house and such other recreational facilities, if any such facilities that exist in Elite Square 1 and Elite Square 2, shall be for the use and benefit only of family and guests of the Allottee/Purchasers of both the projects at the sole responsibility and risk of the Allottee/Purchasers and the conditions and restrictions cast by the Promoter/Developer or the Entity/Society/Association in relation to the user of such facilities and the timings of their use etc., shall be binding on all the Allottee/Purchaser/Users and the Promoter/Developer or the Entity/Society/Association, as the case may be, shall be entitled to refrain any person using such facilities beyond the stipulated timings or in violation of the conditions and restrictions laid down from time to time. The swimming pool is not intended to be provided nor shall be provided with lifeguard service

**34. GENERAL:**

(a) The Allottee/Purchasers confirm/s having taken inspection, to their full satisfaction, of the requisite documents of title to the SAID PROPERTY and of the plans/ approvals/license relating to the SAID APARTMENT and ELITE SQUARE 2.

(b) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN the parties hereto that the terrace space in front of or adjacent to the terrace apartment in the said building, if any, shall belong exclusively to the respective apartment holder/s. The said terrace spaces shall remain open to sky and the apartment holder/s shall not enclose or cover the said terrace without the written permission/approval/licenses/NOC of the Promoter/Developer and/or the Entity/Society/Association, as the case may be, the concerned Municipal Council and/or such other concerned authorities.

(c) The Allottee/Purchasers shall be bound to sign all the papers and documents and do all the things and matters as the Promoter/Developer may require from them from time to time in this behalf for safeguarding, inter alia, the interest of the Promoter/Developer and the Allottee/Purchasers.

(d) The Allottee/Purchasers shall, on the date of signing the agreement, notify to the Promoter/Developer the address where any letters, reminders, notices, documents, papers etc., are to be served to them. The Allottee/Purchasers shall also, from time to time notify any change in their address to the Promoter/Developer. Any letters, reminders, notices, documents, papers, etc., served at the said notified address or at the changed address by Regd. Post A.D.

and Under Certificate of Posting shall be deemed to have been lawfully served to the Allottee/Purchasers.

(e) The Allottee/Purchasers hereby give/s their express consent to the Promoter/Developer to raise any loans against the SAID PROPERTY and/or ELITE SQUARE 2 and to mortgage the same with any Bank or Banks or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the DEVELOERS at their expenses before the SAID APARTMENT is handed over to the Allottee/Purchasers.

(f) At present the possession of the SAID APARTMENT has not been handed over to the Allottee/Purchasers.

(g) The Allottee/Purchasers for themselves, and with the express intention of binding under these presents all person/s into whosoever hands the Apartment may come including whosoever uses, occupies or resides in the said Apartment (whether as guest, lodger, caretaker of the Allottee/Purchasers or otherwise) or whosoever the said apartment is let/sold/assigned/gifted/mortgaged/transferred to, does hereby expressly agree, and covenant with the Promoter/Developer that:

1. The Allottee/Purchasers shall from the date of taking possession of the said Apartment at their own cost maintain it in good, habitable repair and condition so as to support shelter and protect the other parts of the building in which the said Apartment is situated, and shall also carry out the necessary and adequate preventive maintenance of the interiors and shall not do or suffer to be done anything in or to the said Apartment, the said development and the said amenities which may be against or contrary to the Terms of the present Agreement or the bye-laws of the Promoter/Developer or the local/government authority or any other authority. The Allottee/Purchasers do hereby agree to observe and perform all rules and regulations which the Promoter/Developer may frame from time to time for the upkeep and maintenance of the said Apartment and Project in respect of the use and occupation of the said Apartment.
2. It is agreed that the Allottee/Purchasers of the Apartment after the total Payment of Consideration to the Promoter/Developer shall have the right to lease or gift or convey the said Apartment to any other third person. However, the beneficiary of such conveyance shall be bound by the terms & conditions of the present agreement.

35. Unless the prior written permission of the concerned local authorities and the Promoter/Developer is obtained, the Allottee/Purchaser shall not:-

- i. Construct or install additional walls, windows, doors, grills, entrances, exits, etc. or excavate the flooring or otherwise alter the internal lay-out of the said Apartment or the external faces or make changes to front, back and side elevations or make changes to the external shade of colour of building or roof of the said Apartment in any manner whatsoever.
- ii. Construct or install lofts, mezzanine floors, or otherwise increase the area of the said Apartment in any manner.



- iii. Change, alter, increase or install additional flooring or floor/wall tiling, electrical points bathroom plumbing/or sanitation/ drainage outlets provided and shall not chisel, demolish or in any other manner cause damage to the roof, columns, beams, walls, flooring, tiling, ceiling, slabs, RCC or other structural members or make any internal structural alterations or sub-divisions of the said Apartment, or make constructions of a permanent nature or create additional internal walls, doors or openings in the said Apartment.
- iv. The Allottee/Purchasers shall be responsible to the concerned local authorities and to the PROMOTER/DEVELOPER for any violation or breach of any of the aforesaid provisions. The Allottee/Purchasers shall not construct, erect or place any hedge, grill, barricade, fencing or wall or any structure, enclosure, lean-to, awning, roofing, canopy or signage at/over/around in front of any doorways, entrances, windows, external walls etc. of the said Apartment or above/over/around any part or portion of the garden area and common areas of "ELITE SQUARE 2". The Allottee/Purchaser shall not construct any structure shelter, well, pond or make any construction or excavation whatsoever in the garden area, nor fence or otherwise enclose the same with any barrier, whether of stone/cement/wood/metal, without written consent from the Promoter/Developer M.S. grills if made, should be fabricated with the common design and specification given by the Promoter/Developer.
- v. Enclose the verandah, balcony, stilt and open terrace, either by glazing shuttering, walling or grill work unless permitted by the Promoter/Developer.

36. The Promoter/Developer/Owners shall not be liable to the Allottee/Purchasers or any person whomsoever claiming through or under the Allottee/Purchaser or otherwise.

- i. For or in respect of any loss or damage to any person/s or property caused by, or through, or in any way owing to a failure, malfunction, explosion or suspension of the electricity, negligence of security guards at the development, telephone or water supply to the estate/the said property/the said Apartment or any part thereof or caused by earthquake, lightning, fire, tempest, insects, pets, vermin, flood, rain, water, theft, burglary, pilferage, riots, vandalism, terrorist attack, arson, strikes, force major, national emergencies, air-raids, war, etc. or for any other causes/reasons whatsoever.
- ii. With respect to any loss, damage, inconvenience to any person/s or property caused by or during the use of/habitation of/entry into/ residence in the said Apartment or in the "ELITE SQUARE 2" or caused by falling objects or caused by suspension/breakdown/outages/short-ages of utilities and services or from any other cause or reason whatsoever.
- iii. For the security or safekeeping or insurance of the Apartment or of any person/s or of the contents and possessions therein.

37. The Allottee/Purchaser indemnifies and keeps the Promoter/Developer forever indemnified at all times against all actions, proceedings, claims, loss, damage, cost and expenses which may be brought on account of and occasioned by any accident or injury to the Allottee/Purchasers or their representative/s or any person/s visiting the construction site on behalf of the Allottee/Purchasers or during any visit/s to the said property during the period when the development is still under construction as the Allottee/Purchasers and the aforementioned persons shall be entering the construction site at their own risk. The Allottee/Purchasers indemnifies and keep the Promoter/Developer forever indemnified against any expenditure, loss or expense arising from any claim, demand, liability, suit or legal proceedings on account of or occasioned by any accident or injury to the Allottee/Purchaser or their representative/s or any person/s visiting the Allottee/Purchaser or their family, guests or visitors or staff, or all persons claiming through or under the Allottee/Purchaser, before or after taking possession of the said Apartment and during the occupation, use and enjoyment of the estate, the common areas, and other amenities.

38. The Agreement contains the whole agreement between the parties in respect of the subject matter of this agreement and shall not be modified (whether by alteration addition or omission) otherwise than by writing duly signed by both the parties. This Agreement constitutes the entire agreement between the parties and there are no promises or assurances or representations, oral or written, express or implied other than those contained in this agreement. The Purchase hereby expressly admits acknowledges and confirms that no terms and conditions particulars or information whether oral or written or otherwise given or made or represented including those contained/given in any advertisement or promotional material or website or brochure or walk through or any other publicity material by the Promoter/Developer and/or its agents and/or staff members or employees to the Allottee/Purchaser/Purchasers and/or his/her/its/their agents other than such terms conditions and provisions as are contained or incorporated in this Agreement shall be deemed to form part of this Agreement or to have induced the Allottee/Purchaser/Purchasers to enter into this Agreement.

39. If at any time, any clause of this Agreement is declared invalid or unenforceable under the applicable law/s or under directions or orders of any judicial or other competent authority, the validity or enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby, and this Agreement shall continue in full force and effect as if it had been executed without the invalid or unenforceable provision. The Promoter/Developer/Developers and the Allottee/Purchaser/Purchasers also agree that all disputes if any, arising under or concerning this Agreement shall come under the sole, exclusive legal jurisdiction of Mapusa, Goa within the judicial division of Bardez.

#### **40. CHANGES**

(a).Any changes or additions or extra items, if requested by the Allottee/Purchaser shall be accepted only if the apartment is under construction stage and at the sole discretion of the Promoter/Developer, cost of which shall be paid extra by Allottee/Purchaser, in advance & in the manner determined by the Promoter/Developer. In such an event the time limit for handing over the SAID APARTMENT shall stand revised as decided by the Promoter/Developer.

(b)No changes shall be permissible if the construction of the apartment is virtually completed.

41. If the Allottee/Purchaser delay/s the taking delivery of the SAID APARTMENT. Failure to take delivery of the said apartment will not exonerate the Allottee/Purchaser/Purchasers from his/her liability to pay the outgoings such as Municipal Taxes, etc. from the date of the occupancy certificate.

(a) Upon taking possession, the Allottee/Purchaser shall not be entitled to raise any further objection, dispute or complaint in respect of the finishes and specifications of the said Apartment or in respect of any item/s of work allegedly not executed or completed or corrected or made good by the Promoter/Developer.

(b)It is hereby expressly agreed that if the Promoter/Developer are able to complete the construction sooner without compromising on quality and workmanship and thus are able to hand over possession before the stipulated possession date, then in such an event the Allottee/Purchaser shall on being notified of such earlier date, complete the payment of all amounts due under this Agreement and take possession of the said Apartment. However, the Allottee/Purchaser shall not be liable to pay any extra amount to the Promoter/Developer for receiving such earlier possession.

(c)The Allottee/Purchaser 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 Allottees/Purchasers in the said ELITE SQUARE 2.

#### **42. TRANSFER BEFORE POSSESSION.**

The Allottee/Purchaser shall not let, sub-let, sell, transfer, assign or part with his interest under or benefit of the Agreement or part with delivery of the SAID APARTMENT until all the dues payable by him to the Promoter/Developer under this Agreement are fully paid up and that too only if the Allottee/Purchaser has not been guilty of breach or non-observance of any of the terms and/or conditions of this Agreement and until obtaining the prior consent in writing of the Promoter/Developer. In the event this Allottee/Purchaser/Purchasers wish to transfer or assign his rights under this agreement to a 3<sup>rd</sup> party, the Promoter/Developer shall act as a confirming party to the transfer and all the rights and obligations of the Allottee/Purchaser shall be conferred upon the Transferee for which the Promoter/Developer shall receive a transfer fee of Rs. 2000/- per sq. mts. of carpet area of the apartment in case such transfer is sought within two years of execution of this Agreement; except in the case wherein the Allottee/Purchaser has availed a housing loan from any financial institution and wish to transfer or assign his rights

under this agreement to a 3<sup>rd</sup> party, in such a case only the Allottee/Purchaser shall be allowed by the Promoter/Developer to the transfer and all the rights and obligations to a 3<sup>rd</sup> party.

43. The Allottee/Purchaser/Entity gives his/their express consent for the following:

- (i) The Allottee/Purchaser along with other apartment Allottee of the project Elite Square 1 and Elite Square 2 shall not object the Promoter/Developer or their assignees, the construction and development of the adjacent or neighboring plots owned by the Promoter/Developer or to be developed by the Promoter/Developer.
- (ii) The Allottee/Purchaser along with other apartment Allottee of the project Elite Square 2, shall not obstruct the access, through the roads of Elite Square 2, of goods vehicles carrying construction materials, passing through the project Elite Square 2 and for the construction and development of adjacent properties carried out by the Promoter/Developer or the assignees.
- (iii) The Allottee/Purchaser/Purchasers along with other apartment Allottee of the project Elite Square 2, shall not obstruct the access, through the roads of Elite Square 2, of prospective Allottee/Purchaser/Purchasers/Apartment Allottee of future developments to be carried out by the Promoter/Developer and their assignees or different other Elite Square 2.
- (iv) The Allottee/Purchaser/Purchaser along with other apartment Allottee of the project Elite Square 2 , gives their consent to use the access, through the roads of Elite Square 2 to develop property bearing Survey No. 181/1 and also after completion of project Survey No. 181/1.
- (v) The Allottee/Purchaser/Purchasers along with other apartment owners of Elite Square 1 shall allow the Allottee/Purchaser/Purchaser of Elite Square 2 to use all the amenities that are laid out in the project Elite Square 1 and shall not at any time obstruct the usage of the same on any grounds and shall also not obstruct the usage of the road access through the roads of Elite Square 1 by the Allottee/Purchaser/Purchasers of Elite Square 2 as long as both the Allottes/Purchaser/Purchasers of Elite Square 1 and Elite Square 2 shall share the same common maintenance charges and use the funds collectively for the proper maintenance and upkeep of both the projects.
- (vi) The Allottee/Purchaser/Purchasers of both the projects i.e Elite Square 1 and Elite Square 2 shall give their consent to the Developer/Promoter to either form one corporative housing society for the better management of the both the projects or keep them separate, the developer shall have the sole discretion in the above matter.

44. The Promoter/Developer shall have the option to form the Entity/Society/Association of the apartment holders of Elite Square 1 along with the apartment holders of Elite Square 2.

45. The Allottee/Purchaser and the persons to whom the **SAID APARTMENT** is let, sub-let, transferred, assigned or given 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 Entity/Society/Association from time to time and shall also be governed by the laws which may be applicable to the Entity/Society/Association.

46. No objection shall be taken by the Allottee/Purchaser if any changes or modifications are made in the bye-laws or rules and regulations framed by the Entity/Society/Association as may be required by any competent authority.

47. The Allottee/Purchaser 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/Developer and of the other Apartment Holders in Elite Square 2.

48. The Promoter/Developer shall be in absolute control of those apartment in Elite Square 2, which remain/s unsold. Should the Promoter/Developer decide to retain any portion in Elite Square 2 they shall join the Entity/Society/Association along with the other Apartment Holders.

49. All papers pertaining to the formation of the Entity/Society/Association and the rules and regulations thereof as also all the necessary deed/deeds of Conveyance shall be prepared by the Promoter/Developer or by the Advocate of the Promoter/Developer.

50. All costs, charges, expenses, etc. including stamp duty, registration charges and any other expenses in connection with preparation, execution and registration of the Deed/Deeds of Conveyance and/or for the formation of the Entity/Society/Association shall be borne by the Allottee/Purchaser and the other apartment holders in such proportion as may be decided by the Promoter/Developer and/or the Entity/Society/Association as per RERA Act.

51. In the event the Allottee/Purchaser desire to rescind/terminate the present agreement for any reason other than default by the Promoter/Developer as per this present agreement, the Purchaser shall give advance notice to the Promoter/Developer of his intention to do so. However the Promoter/Developer shall refund the money subject to a deduction of 15% of the amount received. The Promoter/Developer shall refund the balance amount to the Purchaser after the Promoter/Developer procures a fresh Customer/Purchaser for the purchase of the said flat.

52. Goods and Service Tax or any other government taxes shall be paid as per the changes made by the government authorities and will be binding on the Alottees/Purchasers to pay the same.

53. TDS @ 1% on Rs. \_\_\_\_\_/- deducted and paid into Government treasury as applicable by the Alottees/Purchasers and copy of TDS certificate has been submitted to the Promoter/Developer. No consideration shall be paid to the Owners/Confirming Party of this transaction.

54. The said scheduled property is nonagricultural property. This document and transaction is complying with foreign exchange management act 1999 and reserved bank of India guidelines. The office of Civil Registrar-cum-sub registrar shall not be responsible if the parties violate FEMA and RBI guidelines.

55. If any part, term or provision of this Agreement not being of a fundamental nature, be held illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected, if such part, term or provision is separable from the rest of this agreement, without altering the essence of this Agreement. If such part, term or provision is not so separable, then the parties shall negotiate in good faith in order to agree to the terms of a mutually satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision so found to be invalid, illegal or unenforceable.

### SCHEDULE

All that immoveable property known as “**MOULI**” or “**SORVO**”, situated at village Penha de Franca, which is within the limits of Village Panchayat of Penha de Franca, Sub-District of Bardez Taluka, District of North Goa, State of Goa surveyed under no. 181/1-A of Village Penha de Franca Survey Records, totally admeasuring 2560 sq.mts. The aforesaid property is not found described in the Land Registration Office but is enrolled in the Taluka Revenue Office under no. 128. The SAID PROPERTY surveyed under No. 181/1-A of village Penha de Franca Survey Records which is the subject matter of this present Agreement of Sale and Development is bounded as under”

North: By road;

South: By survey no. 181/1 & 2;

East: By survey no. 181/2;

West: By road & By survey no. 181/1;

### **SCHEDULE NO.II**

#### (DESCRIPTION OF THE SAID APARTMENT)

**Apartment No.** \_\_\_\_\_, having carpet area of \_\_\_\_\_ sq mts. and balcony area of \_\_\_\_\_sq.mts and its corresponding built up area admeasuring \_\_\_\_\_ **sq. mt** (built up area includes the proportionate incidence of common areas such as staircase/s, lifts and any other common areas etc.) on the \_\_\_\_\_ **Floor**, in **Block** \_\_\_\_\_ of “**ELITE SQUARE 2**”, along with the undivided proportionate share in the Said Property. The SAID APARTMENT is shown delineated in red boundary line in the plan annexed.

**SCHEDULE NO. II**

A) The sum total of the amount payable by the Allottee/Purchasers to the PROMOTER/DEVELOPER towards the purchase of the said Apartment No. \_\_\_\_\_ on the \_\_\_\_\_ Floor in Block \_\_\_\_\_ excluding a stilt carpark is **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** All Payments shall be net of Bank/transfer charges and as per the following schedule of payments.

**SCHEDULE OF PAYMENT III**

<b>Installment</b>	<b>Description</b>	<b>Percentage</b>	<b>Rupees</b>
1.	On Booking Amount	10%	
2.	On signing of Agreement	30%	
3.	On completion of Plinth of the said block	10%	
4.	On completion of second floor slab of the said Block	10%	
5.	On completion of roof slab of the said Block	10%	
6.	On completion of Masonry of the apartment	10%	
7.	On commencement of Tiling/flooring of the apartment	15%	
8.	On Handover of the apartment	5%	
	<b>TOTAL</b>		

**SCHEDULE – IV****SPECIFICATION**

**Structure-** It is R.C.C. framed structure of beams columns and slabs.

**Walls-** The external walls are made up of laterite stone blocks/concrete blocks/clay/brick blocks, coated with a double layer of sand faced cement plaster and rain proof paint. The internal walls are made up of clay bricks, coated with a single layer of sand faced plaster and rendered with neeru, primer and paint.

**Roof Slab-** A layer of waterproofing compound shall be applied to the roof slab and then covered with Manglore tiles.

**Flooring-** Vitrified Tiles/ V.C. Series Tiles shall be used for flooring and for skirting of make Nitco/Somany/Or its equivalent. Bathroom - Flooring shall be of non-skid ceramic tiles, Bathroom Walls will have glazed tiles up to door height. Staircase and landing will be of kota stone or equivalent.

**Woodwork-** All door frames shall be of good quality hard wood and all shutters except the main door shall be of Flush Door. The main door shall be of Teak wood. All window frames and shutters shall be of Aluminium (sliding type) which shall be of Powder Coated type. All windows will be provided with shutters glazed with distortion free float glass.

**Fittings-** All fittings such as handles, tower bolts and hinges will be of brass/S.S.

**Electrical fittings-** All wiring will be multi-strand, fire resistant, and double insulated and concealed.

**Sanitary fittings-** The entire plumbing system will be completely concealed. All sanitary fittings such as cisterns, faucets and washbasins will be of ceramic of Hindware/Or its equivalent with White as the base colour.

**Paint-** Exterior surfaces shall be painted with weatherproof paint and the interior surfaces with acrylic emulsion of Asian or ICI or its equivalent.

Video Door phone system will be provided for the apartment. Lift – Schendler/Thysenkrupp or its equivalent.

General:

**Water Supply:** Through P.V.C pipes down take from an overhead storage common tank and ground level suction common tank of adequate capacity fed by main Govt. Supply augmented and when necessary by water tankers to be paid for by the entity. Water supply for the state Public Works Department subject to their supply and the terms and condition thereof.

The specification of any other item/s which remain undescribed in the specification herein above shall be decided by the Developer exclusively.

**SCHEDULE VI****AMENITIES**



1. Gated Complex with 24 hour security
2. 24X7 CCTV in common areas
3. Video Phones in Apartment
4. Fire fighting provisions
5. Earthquake Resistant Project
6. Backup Generators in common areas of make Cummins or its equivalent
7. Solar Hot Water for bathrooms
8. Solid Waste Management
9. Gymnasium
10. Childrens Play Area
11. Party Hall
12. Swimming Pool
13. Sitting Area for Senior Citizens

General:

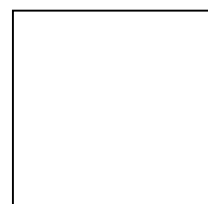
Water Supply: Through P.V.C. pipes down take from an overhead storage common tank and ground level suction common tank of adequate capacity fed by main Govt. supply augmented and when necessary by water tankers to be paid for by the Entity/Society/Association. Water supply from the state Public Works Dept. subject to their supply and the terms and condition thereof.

Electricity: Electrical supply from state electrical dept. and subject to their supply and terms and condition thereof.

The specification of any other item/s which remains undescribed in the specification herein above shall be decided by the Promoter/Developer exclusively.

**IN WITNESS WHEREOF** this Agreement is signed by the parties at Mapusa, Goa, on the day, Month and year first above written in presence of two attesting witnesses.

SIGNED AND SEALED AND DELIVERED  
BY THE WITH NAMED  
**OWNERS/CONFIRMING PARTY**  
REPRESENTED BY their Attorney



**MR. OSWALD DE MELO**

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**(MR. OSWALD DE MELO)**

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R H F I

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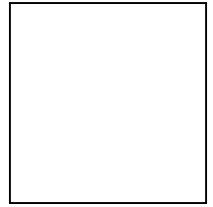
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SIGNED AND SEALED AND DELIVERED  
BY THE WITH NAMED **PROMOTER/DEVELOPER**  
**M/S CLASSIC SQUARES REALTY PRIVATE**  
**LIMITED**



REPRESENTED BY ITS DIRECTOR  
**MR. OSWALD DE MELO**

\_\_\_\_\_  
**(MR. OSWALD DE MELO)**

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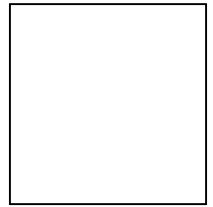
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SIGNED, SEALED AND DELIVERED  
BY THE WITH NAMED ALLOTTEE/PURCHASER NO. 1



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(MR. \_\_\_\_\_)

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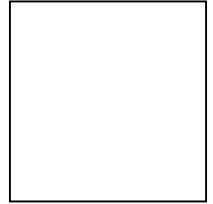
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SIGNED, SEALED AND DELIVERED  
BY THE WITH NAMED ALLOTTEE/PURCHASER NO. 2



\_\_\_\_\_  
(MRS. \_\_\_\_\_)

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**IN THE PRESENCE OF WITNESSES**

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

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