

SOUTHERN CREEK RESIDENCES
AGREEMENT FOR SALE OF APARTMENT

THIS AGREEMENT is made at _____ on this ____ day of _____ at Panaji in the year 2021, BETWEEN:

RISARA PROPERTIES LLP, a limited liability partnership Firm, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at Risara House, Tonca, Panaji, Goa, holding PAN card no. [REDACTED], hereinafter referred to as the “**PROMOTER**” and represented herein by its designated partner **MR. GAURANG SINAI SUCTANCAR** alias **GAURANG SUCTANCAR**, son of Mr. Mangesh Suctancar, 48 years of age, Indian National, resident of ‘Muktaee’, Plot No. 12, Sagar Society, Dona Paula, Tiswadi, Goa, holding PAN Card No. [REDACTED], Adhaar Card No. [REDACTED] and Contact No. 9850478001, (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the partners for the time being, successors-in-title, legal representatives and assigns) of the **FIRST PART**.

And

1) **MR/MRS.** _____,
 son/daughter of _____, ____ years of age,
 Married/unmarried, Occupation _____, holder of PAN card no. _____,
 Aadhar Card No. _____, Contact No _____ and Email ID:
 _____,

and

2) **MR/MRS.** _____,
 son/daughter of _____, ____ years of age,
 Married/unmarried, Occupation _____, holder of PAN card no. _____,
 Aadhar Card No. _____, Contact No _____ and Email ID:
 _____,

Both residents of _____, Indian National, hereinafter referred to as the “**ALLOTTEE(S)**” (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their heirs, successors, executors, administrators, legal representatives and assigns), of the **OTHER PART**.

WHEREAS:

1. There exist an immovable property known as “Metade Palmar Tonca Bhat, situated at St. Inez, described in the office of Land Registration Ilhas under no. 1446 of Book B-17 old and enrolled in

the Revenue Registrar (Matriz Predial) under no. 54, surveyed under No. 92 sub-division no. 1 of village of Taleigao, originally belonging to Vassanta Subrai Poi (herein referred to as the '**Said Entire Property**', better described in **SCHEDULE I** hereunder written).

2. Upon the death of Vassanta Subrai Poi on 31/12/1968, his Estate devolved onto his legal heirs vide Inventory Proceedings no. 93/1978 in the Court of Civil Judge Senior Division at Panaji.
3. By Deed of Partition dated 8/06/1982 registered under no. 394 of volume 180 of Book no. I, dated 18/06/1983 before the Sub-Registrar of Ilhas and Deed of Rectification dated 2/04/1986 registered under no. 61 at pages 12 to 32 of Book No. 1 volume no, 239 dated 8/06/1988 before Sub-Registrar of Ilhas, the Said Entire Property was partitioned and one such property identified as Sub-Division no. 8, admeasuring an area of 2126.00 sq. mtrs., was allotted to Mr. Vassudev Vassanta Pai and his wife Mrs. Lalita Vassudev Pai and which portion shall hereinafter be referred to as '**the Said Portion**' which is better described in **SCHEDULE II** hereunder written.
4. Pursuant to the death of Mr. Vassudev Vassanta Pai on 25/09/2002, a Deed of Succession dated 15/11/2002 was drawn in Book no. 677 at page 68 onwards before Sub-Registrar Ilhas on 9/01/2003 and the Said Portion devolved upon Lalita Vassudev Pai being the moiety holder and Vaishali Pravesh Prabhu being the legal heir and daughter of Vassudev Vassanta Pai.
5. The said Vaishali Pravesh Prabhu is married to Pravesh Waman Prabhu under the Regime of Communion of Assets.
6. The said Lalita Vassudev Pai and Vaishali Pravesh Prabhu along with her husband Pravesh Waman Prabhu represented to the PROMOTER that from the total area of the Said Portion, an area of 300 sq. mtrs. is purchased by the Mundcar vide Judgement and Order dated 13/08/1998 in case no. MND/JM-I/Pur/21/94 and an additional area of 224 sq. mtrs. surrounding the mundkarial plot is sought to be claimed by the mundkar (totaling to 524 sq. mtrs.) and as such the available balance area free from encumbrance is 1602 sq. mtrs.
7. Vide Agreement for Sale dated 4th July 2019, registered with the Sub-Registrar of Ilhas under no. PNJ-1-1329-2019, Book 1, document serial no. 2019-PNJ-1366 dated 08/07/2019, executed between the PROMOTER and Lalita Vassudev Pai and Agreement for Sale dated 4th July 2019, registered with the Sub-Registrar of Ilhas under no. PNJ-1-1328-2019, Book 1, document serial no. 2019-PNJ-1367 executed between the PROMOTER and Vaishali Pravesh Prabhu and Pravesh Waman Prabhu, the PROMOTER agreed to purchase from the said Lalita Vassudev Pai and Vaishali Pravesh Prabhu & Pravesh Waman Prabhu the said balance available area of **1602 sq. mtrs.** of the Said Portion which is described in **SCHEDULE III** hereunder written and is herein after referred to as '**the Said Property**' and is delineated in red colour boundary lines on the plan annexed hereto.

8. By Partition Order dated 12.11.2020, the Said Property admeasuring 1602 sq. mtrs. was partitioned from the Said Portion and a distinct and separate survey no. 92/1-A was allotted.
9. The Conversion Sanad dated 14.09.2021 has been obtained with respect to the Said Property.
10. The PROMOTER has proposed to construct a Project on the Said Property consisting of building having apartments, shops, stilt and upper floors named as '**SOUTHERN CREEK RESIDENCES**', in accordance with the Plans approved by the Competent Authorities (hereinafter referred to as the '**Said Project**').
11. The PROMOTER has registered the said Project under the provisions of the Real Estate (Regulations and Development) Act, 2016 with the Goa Real Estate Regulatory Authority (Attached herewith and marked as '**ANNEXURE A**' is the copy of the Registration Certificate).
12. The PROMOTER has obtained all approvals, permissions and licenses from the Competent Authorities for development and construction of the said Project.
13. The PROMOTER has appointed an Architect registered with the Council of Architects.
14. The PROMOTER has also appointed a structural Engineer for the preparation of the structural design and drawings of the Said Project and the PROMOTER has accepted the professional supervision of the Architect and the structural Engineer till the completion of the Said Project. However, the PROMOTER has in their discretion, the right to remove and substitute the Structural Engineers and/or Architect until the said Project is completely developed.
15. While sanctioning the said plans, concerned competent authorities and/or Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the PROMOTER while developing the Said Property and the Said Project and upon due observance and performance, the completion and occupancy certificate in respect of the Said Building /Project shall be granted by the concerned competent authority.
16. The PROMOTER has accordingly commenced construction of the Said Project in accordance with the approved plans, Licenses and the relevant Acts and Rules in force.
17. The PROMOTER has the sole and exclusive right to sell the premises in the Said Project constructed by the PROMOTER on the Said Property and to enter into Agreement/s with the Allottees of the Premises and to receive the sale consideration in respect thereof.

18. On demand from the ALLOTTEE(S), the PROMOTER has given to the ALLOTTEE(S) the inspection and copies of all the documents of title relating to the Said Property, the authenticated copies of all the approvals, permissions, licenses relating to the said project and issued by the competent authorities, as prevailing on the date of this Agreement, plans, designs and specifications prepared by the PROMOTER's Architects, plans of the layout as proposed by the PROMOTER and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 and the Rules and Regulations made thereunder (hereinafter referred to as the "Act") and according to which the construction of the Said Project are proposed to be constructed and having acknowledged the receipt of all the relevant documents, the ALLOTTEE(S) hereby confirms that they have carried out independent due diligence and have perused the disclosures made by the PROMOTER and all the relevant documents and confirms that the same is to the full satisfaction of the ALLOTTEE(S).
19. The ALLOTTEE(S) have approached the PROMOTER with a desire to purchase a premise in the Said Project and has identified **APARTMENT No.** _____, having _____ sq. mtrs. Super Built-Up area (including incidence of all common areas) with corresponding Built-up Area of _____ sq.mts. and a corresponding Carpet Area as per definition under the Act admeasuring _____ sq. mtrs. (Subject to variation of 4%). The apartment shall also have an exclusive carpet area of balcony/ies of _____ sq. mts with an exclusive terrace/service area of _____ sq.mts, on the _____ Floor of the project named as "**SOUTHERN CREEK RESIDENCES**" (Herein after referred to as the '**SAID APARTMENT**'), better described in detail in **SCHEDULE IV** and in terms of the definitions are described in **SCHEDULE V** and the specifications are mentioned in **SCHEDULE VI**, herein after written and as shown in the Floor Plan annexed hereto) for a total consideration as herein below mentioned.
20. 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(S) hereby agree to purchase the SAID APARTMENT along with allotted parking.
21. Prior to the execution of these presents, the ALLOTTEE(S) have at his/her/their own instance paid to the PROMOTER a sum of Rs. _____/- (Rupees _____ only) as advance payment for the SAID APARTMENT (the payment and receipt whereof the PROMOTER hereby admits and acknowledges) and has agreed to pay to the PROMOTER the balance of the sale consideration as stipulated in **SCHEDULE VII** hereinafter written.
22. 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.

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

1. The PROMOTER shall construct a Project on the Said Property consisting of building having apartments, shops, stilt and four floors named as '**SOUTHERN CREEK RESIDENCES**' (hereinafter referred to as the '**Said Project**') in accordance with the relevant Acts and Rules, the plans, designs and specifications as approved by the concerned competent authorities from time to time where ever applicable.

Provided that the PROMOTER shall have to obtain prior consent in writing of the ALLOTTEE(S) in respect of only the variations or modifications which may adversely affect the SAID APARTMENT of the ALLOTTEE(S), except any alteration or addition required by any Government authorities or due to change in law.

2. DESCRIPTION OF SAID APARTMENT

- 2.1. The ALLOTTEE(S) hereby agrees to purchase from the PROMOTER and the PROMOTER hereby agrees to sell to the ALLOTTEE(S), the **APARTMENT NO.** _____, having _____ sq. mtrs. Super Built Up area (including incidence of all common areas) with corresponding Built up Area of _____ sq.mts. and a corresponding Carpet Area as per definition under the Act admeasuring ____ sq. mtrs. (Subject to variation of 4%). The apartment shall also have an exclusive carpet area of balcony/ies of _____ sq. mts with an exclusive terrace/service area of _____ sq.mts, on the _____ Floor of the project named as "**SOUTHERN CREEK RESIDENCES** " (Herein after referred to as the '**SAID APARTMENT**' and is better described in detail in **Schedule IV** and in terms of the definitions are described in **Schedule V** and the specifications are mentioned in **Schedule VI**, herein after written and as shown in the Floor Plan annexed hereto).
- 2.2. The PROMOTER has agreed to allot to the ALLOTTEE(S) _____ numbers of car park slot(s) as marked in red colour boundary lines on the plan annexed hereto. The PROMOTER reserves the right to change the location and/or the size/dimensions of the car park slot now earmarked for the ALLOTTEE(S).

3.SALE CONSIDERATION

- 3.1. The ALLOTTEE(S) have agreed to pay to the PROMOTER total Sale Consideration of Rs. _____/- (Rupees _____ only), which includes the proportionate incidence of common areas and facilities appurtenant to the SAID APARTMENT, the nature, extent and description of the common areas and facilities and including the car parking slot(s) as per date and milestone mentioned in Schedule VII, hereunder written.

- 3.2. Out of the said Sale Consideration, the ALLOTTEE(S) at their own instance paid to the PROMOTER an amount of Rs. _____ (Rupees _____ only) towards booking amount and shall pay the balance amount as per Schedule VII hereunder written and as agreed in these presents.
- 3.3. The PROMOTER shall intimate to the ALLOTTEE(S) the date the milestone mentioned in the Schedule VII is expected to be completed at least 7 days prior to the milestone to being completed. The ALLOTTEE(S) shall pay the amount due under the said installments within the time stipulated in the intimation and/or upon milestone being achieved.
- 3.4. The Sale Consideration excludes payments towards Maintenance charges, Statutory and Legal Charges, Taxes (consisting of tax paid or payable in connection with the construction of and carrying out the Project by way of Infrastructure tax, House tax, GST and Cess or any other taxes which are and may be levied), Charges pertaining to Society/Entity (such as Society/Entity creation charges, Membership fees, Entrance fee, Maintenance deposit (corpus) to be passed to Society/Entity, etc.), Amenity charges, Charges payable to the Electricity department towards service connection, electricity meter, security deposit, transformer charges etc. if any, Stamp duty, Registration charges (as applicable and as per the Sub-Registrar's approval, etc.

4. MODE OF PAYMENT

- 4.1. The ALLOTTEE(S) shall pay the Sale Consideration, the additional charges and deposits as mentioned in clause 22 below and any other amounts payable under this agreement, by Local Cheque/Demand Draft/Bank Pay order issued on/in favor of RISARA PROPERTIES LLP or by RTGS/NEFT transfer or any other mode of transfer in the account of RISARA PROPERTIES LLP or vide SWIFT transfer.
- 4.2. If the ALLOTTEE(S) makes payment of any such amounts by way of out station cheques, then in such event, the date of payment of such amount represented in the cheque shall be the date when the amount is credited in the account of RISARA PROPERTIES LLP after deducting there from the amount of commission charged for clearance of such cheque by the Bank to RISARA PROPERTIES LLP.
- 4.3. The ALLOTTEE(S) hereby agrees that timely payment of the sale consideration referred to in Schedule VII hereunder written, the additional charges and deposits payable as per clause 22 below and all other amounts payable by the ALLOTTEE(S) under this agreement shall be the essence of the contract. Therefore, the ALLOTTEE(S) hereby undertakes to pay to the PROMOTER all such amounts on its due dates without default and shall not withhold the same or any of them on any ground whatsoever, including non-compliance of any such

obligations on part of the PROMOTER under these presents, which may be beyond the control of the PROMOTER or otherwise.

5. DELAY IN PAYMENT

- 5.1. In case of delay of payment of the sale consideration as mentioned in clause 3 above, the ALLOTTEE(S) shall be liable to pay to the PROMOTER interest at such rate as specified in the RERA Act, that is at two per cent above the prevalent Marginal Cost of Lending Rate (MCLR) of State Bank of India prevailing on and from the date on which the amount becomes due, up to the date on which the same is fully realized by the PROMOTER.
- 5.2. In case of delay in payment of the additional charges and deposits mentioned in clause 22 below, the ALLOTTEE(S) shall be liable to pay to the PROMOTER interest at the rate of 18% p.a. from the date on which the amount becomes due, up to the date on which the same is fully realized by the PROMOTER.
- 5.3. In the event the PROMOTER raises an invoice charging interest on any delayed payment and if on mutual understanding between the parties, the same is subsequently waived off and/or is not collected from the ALLOTTEE(S), then in such case, the ALLOTTEE(S) shall be liable to pay to the PROMOTER, the GST and/or any other tax as applicable/chargeable on the invoice raised, within 7 days from demand by the PROMOTER to the ALLOTTEE(S) and failure/delay in payment of the said GST / tax amount, interest as applicable under the GST Act and/or the relevant Act, shall be applicable and payable by the ALLOTTEE(S) to the PROMOTER.
- 5.4. Any failure by the ALLOTTEE(S) to make any payment/s on or before the due date shall be considered as a default or a terminable default and as the case may be and the PROMOTER shall call upon the ALLOTTEE(S) to make payment within 7 days from the date of written intimation by the PROMOTER, failing which, interest will be payable and/or the PROMOTER shall have the option to terminate these presents.
- 5.5. If the ALLOTTEE(S) refuses to accept the written intimation, the date of attempted delivery by the postal authorities or date of email shall be deemed to be the date of service of notice for the purpose of counting the period of notice.
- 5.6. If the PROMOTER exercises their option to terminate these presents on the ground mentioned above and does so terminate the same, they shall repay to the ALLOTTEE(S) such amount paid to them, (save and except a sum of Rs. 10,00,000/- (Rupees Ten Lakhs Only) which shall stand forfeited without interest. In such event, the ALLOTTEE(S) shall only have a money claim simpliciter, if any. Upon such termination, the ALLOTTEE(S) shall have no right, title, interest, claim or demand or dispute of any nature whatsoever either

against the PROMOTER or their successors or assigns or over the SAID APARTMENT or any part thereof, and the PROMOTER shall be entitled to deal with and dispose of the SAID APARTMENT to any other person/s as they may desire without recourse or reference to the ALLOTTEE(S). Further, the PROMOTER is liable to make such refunds only after the PROMOTER have resold the SAID APARTMENT to a new prospective Allottee and after the PROMOTER have received monies due from any such new prospective Allottee of the SAID APARTMENT. The process of termination shall be deemed to have been completed on the date on which the PROMOTER sends the letter of termination under Certificate of Posting or Register A.D or mail at the e-mail address furnished by the ALLOTTEE(S) to the PROMOTER.

6. HOME LOAN/FINANCE FROM HOUSING FINANCIAL INSTITUTION (HFI)

- 6.1. If the ALLOTTEE(S) avails home loan/finance from any bank or Housing Financial Institution (hereinafter referred to as the 'HFI') for purchase of the SAID APARTMENT and notwithstanding any stipulations by or terms and conditions agreed between the ALLOTTEE(S) and the HFI, it shall always remain the ALLOTTEE(S)'s liability and responsibility to make all payments punctually on or before the due dates specified in this agreement and the ALLOTTEE(S) alone shall be responsible and liable for all delays by the HFI processing or sanctioning the loan and the timely processing, disbursement(s), release of payments/instalments by the HFI to the PROMOTER.
- 6.2. The ALLOTTEE(S) alone shall be responsible to remind the HFI well in time regarding the disbursements or release by the HFI of each payment of the time-bound installments to the PROMOTER and to ensure that the said installments are not delayed beyond the due dates as stipulated in Schedule VII hereunder. In the event of default or delay in receipt of timely payment by the PROMOTER of any installment from the HFI, the PROMOTER reserves the right at their sole discretion to either charge interest as mentioned in clause 5 above or terminate this Agreement in the manner provided for herein and, subject to the other provisions herein, refund to the HFI all amounts paid by the ALLOTTEE(S), as mentioned in clause 5.6 above or accept such delayed payment from the ALLOTTEE(S) along with applicable interest as mentioned above.

7. FIRST LIEN CHARGE

- 7.1. It is hereby agreed that notwithstanding the terms of the loan agreement and other documentation executed or to be executed between the ALLOTTEE(S) and the HFI or the terms and conditions thereof, the PROMOTER shall always have first lien and charge on the SAID APARTMENT in respect of any amount payable by the ALLOTTEE(S) to the PROMOTER under the terms and conditions of this Agreement

8. SPECIFICATIONS, FIXTURES AND FITTINGS

8.1. The Parties agree that the Specification to be provided by the PROMOTER in the SAID APARTMENT are set out in SCHEDULE VI hereunder written and the fixtures, fittings and specifications with regard to the flooring, sanitary fittings, and amenities like one or more lifts with a particular brand or its equivalent or price range (if unbranded), etc. to be provided by the PROMOTER in the Said Building are set out in Annexure 'B' annexed hereto.

The ALLOTTEE(S) hereby agrees, declares and confirms that save and expect the specifications, fixtures and fittings as mentioned in Schedule VI and Annexure B, the PROMOTER shall not be liable, required and/or obligated to provide any other fixtures, fittings, materials in the SAID APARTMENT and/or the said Building.

9. EXTRA ITEMS AND CHANGES

9.1. If the ALLOTTEE(S) requests the PROMOTER in writing, to execute/undertake any items of work that involve any or all changes, additions and/or alterations in the internal lay-out of the SAID APARTMENT and/or if the ALLOTTEE(S) orders any bespoke changes, customization and/or modification in features, fittings, finishes, materials, installations and/or specifications therein/thereof that differ from or that are departures from the standard specifications mentioned in Schedule VI, (hereinafter all referred to as “**Extra Items & Changes**”), the PROMOTER may agree to undertake the work of such Extra Items & Changes, at its discretion, only if the same is permissible under Applicable Law(s) and if found feasible and practicable by PROMOTER’s Architect and Chief Engineer and in such event, the PROMOTER shall get the work executed by its agents/ workmen and supervised by the PROMOTER’s personnel, on the terms herein below.

9.2. The PROMOTER may at its discretion undertake/execute the Extra Items & Changes but subject to the following:

- (i) The ALLOTTEE(S) shall pay for the Extra Items & Changes in advance ~~if~~ as and when called upon by the PROMOTER and shall complete all payments for the same on demand.
- (ii) The ALLOTTEE(S) shall, if called upon to do so by the PROMOTER, independently arrange for the purchase and delivery of certain fittings, items, materials or specifications constituting the Extra Items & Changes, to the construction site at the specified time(s) if the PROMOTER, for any reason, is unable to do so or source it by itself. Acceptance by the PROMOTER of the work of undertaking the Extra Items & Changes and the feasibility/ execution thereof shall always be subject to the availability, supply and timely delivery of all materials or specifications constituting the Extra Items & Changes to the construction site

whether by the PROMOTER's supplier(s)/ service provider(s) or by the ALLOTTEE(S) or his/her/their nominated agents, as the case may be.

- 9.3. The ALLOTTEE(S) is aware that all Extra Items & Changes and any bespoke changes, customization and modifications will be undertaken/ implemented/ installed/ fitted by the PROMOTER on a "best effort" basis and consequently the ALLOTTEE(S) agrees that:
- (i) The PROMOTER shall not be responsible or liable for the delay in completion of the SAID APARTMENT, in the event that the stipulated completion date for the SAID APARTMENT as specified herein gets extended/ delayed because of such Extra Items & Changes and by reason of the ALLOTTEE(S)'s selection or ordering of changes/ materials/ designs/ bespoke options / items / modifications that are non-standard and different from the specifications that are to be uniformly and universally provided to all the apartments in the Project.
 - (ii) They shall pay all indirect or incidental costs incurred and resources utilized by the PROMOTER in planning, designing, sourcing materials and undertaking/executing all such Extra Items & Changes.
 - (iii) Even if the work of Extra Items & Changes requested by the ALLOTTEE(S) are found to be technically feasible is paid for by the ALLOTTEE(S) and is taken up for implementation, the PROMOTER shall not be held responsible or liable to the ALLOTTEE(S) for materials/ designs/ features/ layout in the SAID APARTMENT that vary from or differ from the standard specifications or for any issues/ differences/ discrepancies/ claims arising from batch variations; or manufacturing defects or due to natural features such as veins/ crystals; or on account of variations in shape, size, colour, nature, characteristics, texture, content, features, form, finish, workmanship, laying and/ or other techniques of work; or the functionality and appearance/ look/ performance arising from the installation/ implementation/ damage/ discoloration of the ALLOTTEE(S)'s selection of materials/ designs/ options/ features that vary from or are different from the standard specifications agreed and intended to be provided uniformly and universally to all the apartments in the Project.
- 9.4. If the work flow/sequence/scheduling/progress of other construction work in the building housing the SAID APARTMENT gets affected or delayed because the ALLOTTEE(S) does not, within the time period specified by the PROMOTER, conclusively confirm or finalize all aspects of the ALLOTTEE(S)'s order of the Extra Items & Changes or approve the costing/amount to be charged by the PROMOTER for the same or deliver the required materials to the site/SAID APARTMENT on or before the due date(s) specified by the

PROMOTER, then in such an event and despite acceptance by the PROMOTER of the work of the Extra Items & Changes, the PROMOTER shall always have the right to revert to the standard specification of the SAID APARTMENT if, where and to the extent applicable.

- 9.5. The acceptance by the PROMOTER of the ALLOTTEE(S)'s order for Extra Items & Changes does not absolve the ALLOTTEE(S) from their obligations hereunder or affect the rights of the PROMOTER.
- 9.6. No refunds shall be paid by the PROMOTER to the ALLOTTEE(S) in the event that the ALLOTTEE(S) selects or supplies any replacement or substitute or alternative item of specification that is cheaper than the rate/ price of the standard item of specification.
- 9.7. The ALLOTTEE(S) confirms that the PROMOTER shall not be bound or liable to provide, any items of furniture, furnishing, specifications, appliances, fixtures or fittings in the SAID APARTMENT other than those expressly specified in Schedule VI hereunder or that are to be provided uniformly and in common to all the apartments in the Project that are in the same category as the SAID APARTMENT or other than those that constitute Extra Items & Changes, if any, that have been paid for by the ALLOTTEE(S) in the prescribed manner. The ALLOTTEE(S) agrees and confirms that he/she/they has/have entered into this Agreement in order to avail of and benefit from the composite and aggregate value of multiple attributes and features including but not limited to the design, planning, aesthetics, specifications, configuration and layout of not only the SAID APARTMENT per se but those of the Project and its Amenities and infrastructure as a whole. The ALLOTTEE(S) confirms that the PROMOTER shall have the right to alter/ amend/ change/ substitute/ replace, without prior intimation to the ALLOTTEE(S) all or any of the materials, installations, products or items comprising the standard specifications of the SAID APARTMENT and/or the Project and/or the Amenities, if at its discretion and in its experience/ institutional knowledge such alternative/ amendment/ change/ substitution/ replacement is required or necessary in order to improve the quality, efficiency, green rating of the SAID APARTMENT or Project or enhance the asset value of the SAID APARTMENT or in the event that the particular material(s) or item(s) of specifications is/are in short supply or unavailable, or superior/alternative materials or installations or products are available or get introduced in the market, but provided that in so doing, the altered/ amended, changed/ substituted/ replaced material(s) or item(s) is/are of equivalent or higher quality and threshold-value, in unit-cost terms, as that of the corresponding materials or items that were to be provided uniformly and universally as standard specifications to all apartments in the Project including the Amenities.

10. VARIATION

- 10.1. The PROMOTER hereby declares that the Floor Area Ratio (F.A.R) available as on date in respect of the Said Property is 80% (S2 Zone) and the PROMOTER has planned to utilize the Floor area ratio (F.A.R) as permissible by law. The PROMOTER have disclosed Floor area ratio (F.A.R) as proposed to be utilized by them on the Said Property and in the said Project as per the approval plans which the ALLOTTEE(S) has/have verified and the ALLOTTEE(S) has/have agreed to purchase the SAID APARTMENT based on the proposed construction and sale of apartments to be carried out by the PROMOTER by utilizing the proposed Floor area ratio (F.A.R) and on the understanding that the declared proposed Floor area ratio F.A.R and/or any increase in the Floor area ratio F.A.R shall belong to PROMOTER only.
- 10.2. Any such variations/changes/amalgamation/alterations as mentioned above, shall be intimated by the PROMOTER to the ALLOTTEE(S) in writing vide email at the email address provided or by registered AD at the address provided by the ALLOTTEE(S) herein. If the ALLOTTEE(S) does/do not revert within 7 days with objections, if any, then such changes shall be deemed to be accepted and consented by the ALLOTTEE(S) for all purposes and the PROMOTER shall be allowed to carry out such changes.
- 10.3. The standard specifications may, at times, vary within the same category apartments in the Project to the extent of overall differences such as colour, size, shade, appearance, but not in terms of the threshold unit-values or unit-costs of the material(s) or item(s) intended to be provided uniformly and universally to all the apartments in the Project. All building materials including but not limited to floor tiles, paints, hardware etc. are subject to variations in shade, size and thickness; natural materials such as stone slabs are subject to features such as veins, crystals; manufactured materials are subject to batch, colour, texture and other variations.

11. COMPLETION & DELIVERY OF POSSESSION OF THE SAID APARTMENT

- 11.1. The PROMOTER shall complete the project on or before 31st December 2023, subject to a further extension of 1 year and possession of the SAID APARTMENT shall be given to the ALLOTTEE(S), as mentioned in clause 13 herein below, provided the ALLOTTEE(S) shall have made payment of all the instalments towards the Sale Consideration of the SAID APARTMENT, the additional charges and deposits as per clause 22 and all other amounts payable under this agreement.
- 11.2. The PROMOTER hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authorities at the time of sanctioning the said plans or thereafter and

shall before handing over possession of the SAID APARTMENT to the ALLOTTEE(S), obtain from the concerned competent authorities completion certificate and occupancy certificate in respect of the SAID APARTMENT.

- 11.3. Time is the essence for the PROMOTER as well as the ALLOTTEE(S). The PROMOTER shall abide by the time schedule for completing the project and handing over the SAID APARTMENT to the ALLOTTEE(S), provided the ALLOTTEE(S) having paid the Sale Consideration and all other sums due and payable to the PROMOTER under this agreement. Similarly, the ALLOTTEE(S) shall make timely payment of the instalments and all other dues payable by him/her/them and meeting the other obligations under this Agreement.
- 11.4. If the PROMOTER fails to abide by the time schedule for completing the project and handing over the SAID APARTMENT to the ALLOTTEE(S), the PROMOTER agrees to pay to the ALLOTTEE(S), who does not intend to withdraw from the project, interest at such rate that is at two per cent above the prevalent Marginal Cost of Lending Rate (MCLR) of State Bank of India, on all the amounts paid by the ALLOTTEE(S) till Completion of the project. The ALLOTTEE(S) too agrees to pay to the PROMOTER, interest as mentioned in Clause 5 above on all the delayed payments which become due and payable by the ALLOTTEE(S) to the PROMOTER under the terms of this Agreement, from the date on which the amount becomes due, up to the date on which the same is fully realized by the PROMOTER.

12. CONFIRMATION OF FINAL AREA

- 12.1. The PROMOTER shall confirm the final carpet area that has been allotted to the ALLOTTEE(S) after the construction of the building is completed and the completion certificate is granted by the competent authority by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent, the total price payable for the carpet area shall be recalculated upon confirmation by the PROMOTER. If there is any reduction in the carpet area within the defined limit then the PROMOTER shall refund the excess money paid by ALLOTTEE(S) within forty-five days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the ALLOTTEE(S). If there is any increase in the carpet area allotted to ALLOTTEE(S), the PROMOTER shall demand additional charges and deposits from the ALLOTTEE(S) milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.
- 12.2. The ALLOTTEE(S) authorizes the PROMOTER to adjust/appropriate all payments made by him/her/them under any head(s) against lawful outstanding, if any, in his/her/their name

as the PROMOTER may in its sole discretion deem fit and the ALLOTTEE(S) undertakes not to object to the same in any manner.

13. PROCEDURE FOR DELIVERY OF POSSESSION, MAINTENANCE AND USE OF THE SAID APARTMENT

- 13.1. The PROMOTER having obtained the Occupancy Certificate, shall intimate to the ALLOTTEE(S) by giving 15 days' written notice to the ALLOTTEE(S) and call upon the ALLOTTEE(S) inter alia to:
- (i) Pay to the PROMOTER the entire remaining and balance amount of the agreed Sale Consideration, the additional charges and deposits mentioned in clause 22 herein, various deposit amounts, all Government rates, taxes (levied/ to be levied), charges and all other outgoings and expenses of and incidental to the management and maintenance of the Said Property, the Said Project and the said Building thereon and/or all other amounts payable under these presents together with interest payable if any.
 - (ii) Pay the necessary proportionate share of stamp duty and registration fees for registering the Deed of Sale/Conveyance of the SAID APARTMENT or the said Property and project in favour of the ALLOTTEE(S) or the ENTITY, as the case may be, with the concerned Registrar.
 - (iii) And thereafter take possession within 7 days.
- 13.2. Commencing from the aforesaid date until the SAID APARTMENT/ the Said Project thereon is transferred/Conveyed by the PROMOTER to the ALLOTTEE(S) / the ENTITY by execution of documents of transfer/conveyance, the ALLOTTEE(S) shall be bound and liable to pay to the PROMOTER regularly and punctually all contributions and other amounts to be paid by the ALLOTTEE(S) to the PROMOTER under this Agreement and the ALLOTTEE(S) shall not withhold any such payment to the PROMOTER.
- 13.3. The PROMOTER, upon giving the intimation as stated in clause 13.1 above, shall be deemed to have completed the SAID APARTMENT in accordance to this Agreement and shall not be responsible in any manner whatsoever if the ALLOTTEE(S) delays in taking delivery of the SAID APARTMENT.
- 13.4. Failure to take delivery of the SAID APARTMENT shall not exonerate the ALLOTTEE(S) from his/her/their liability to pay the outgoings with respect to the SAID APARTMENT

and proportionate share in the common areas and amenities, such as Corporation/Panchayat Taxes, Electricity/water bills, Maintenance charges, charges incidental to management and maintenance of the Project, etc. from the date of the Occupancy Certificate and the ALLOTTEE(S) shall continue to pay the same.

- 13.5. From the date of intimation of possession as mentioned in Clause 13.1 above, the responsibility/ liability for maintenance of the SAID APARTMENT shall be of the respective ALLOTTEE(S).
- 13.6. Prior to taking possession of the SAID APARTMENT, the ALLOTTEE(S) shall inspect it and satisfy himself/herself/ themselves that it is constructed as per the plan and specifications herein. Within 7 working days of such inspection or any further period agreed to by the Parties, the PROMOTER shall subject to the terms and conditions herein, at its own cost make good, correct, rectify and repair any defects or deficiencies in the SAID APARTMENT that may be brought to the PROMOTER' notice in writing by the ALLOTTEE(S). Immediately on completion by the PROMOTER of the necessary correction of the defects or deficiencies, if any, as aforesaid, the ALLOTTEE(S) shall take the possession by receiving the keys of the SAID APARTMENT from the PROMOTER and countersigning the Possession Letter/Certificate in evidence of the same and shall not delay the taking of possession by raising any further or additional objection/s, dispute/s or complaint/s in respect of the condition and specifications of the SAID APARTMENT, or in respect of any item(s) of work or defects / deficiencies / that have been repaired / rectified / corrected / made good by the PROMOTER.
- 13.7. Once possession is taken, it shall be deemed to be to the satisfaction of the ALLOTTEE(S) and no objection thereafter shall be raised by the ALLOTTEE(S) with respect to the SAID APARTMENT or part thereof.
- 13.8. On or before taking over the possession of the SAID APARTMENT, the ALLOTTEE(S) shall deposit a sum of Rs. 25,000/- (Rupees Twenty Five Thousand Only) with the PROMOTER, which will be held by the PROMOTER and shall be adjusted against such amount that may be incurred by the PROMOTER to rectify /repair any damage if any caused to the building /project/its fittings and fixtures, due to shifting of furniture and/or carrying out the works of interiors by the ALLOTTEE(S) in the SAID APARTMENT. The PROMOTER shall refund the amount balance with it to the ALLOTTEE(S) without any interest, on the date of registration of the Deed of Sale /Conveyance of the SAID APARTMENT /land and project in favour of the ALLOTTEE(S) /ENTITY and/or adjust the same against any outstanding amount payable by the ALLOTTEE(S) to the PROMOTER.

- 13.9. It is expressly agreed by the ALLOTTEE(S) that while shifting the furniture and/or carrying out of works of interior of the SAID APARTMENT, the furniture / labourers / workers shall not be entitled to use the lift/elevator facility.
- 13.10. Notwithstanding anything contained in this Agreement and the byelaws that will be incorporated by the ENTITY, the ALLOTTEE(S) shall be entitled to use the SAID APARTMENT or part thereof for the purpose of residence only or for any such purposes as may be permissible by the applicable laws in force. And shall use the parking space for the purpose of parking vehicles. The ALLOTTEE(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 nuisance or inconvenience to the other occupiers of the premises in the said Project.

14. DELAY IN COMPLETION/ HANDING OVER POSSESSION

- 14.1. Upon payment of the entire Sale Consideration and all other amounts payable by the ALLOTTEE(S) to the PROMOTER, if for reasons other than the ones stipulated hereinbelow, the PROMOTER is unable to or fails to give delivery of the SAID APARTMENT to the ALLOTTEE(S) within the specified date of possession, then the ALLOTTEE(S) shall have the option to give notice to the PROMOTER terminating this Agreement, in which event, the PROMOTER shall within 30 days from the receipt of such notice, refund to the ALLOTTEE(S) the amounts, if any, that may have been received by the PROMOTER from the ALLOTTEE(S) in respect of the SAID APARTMENT with interest of two per cent above the prevalent Marginal Cost of Lending Rate (MCLR) of State Bank of India prevailing on the date on which the amount becomes due, except the amount incurred on stamp duty and registration fees paid by the ALLOTTEE(S) for execution and registration of this Agreement and that shall be paid for execution and registration of the cancellation deed.

PROVIDED THAT the PROMOTER shall not be deemed in default of this Agreement and/or in default to complete the project in time and/or give timely delivery of possession of the SAID APARTMENT, if the same is delayed on account of the below mentioned acts and in such event, the time for performance of such obligations shall be extended for a period equal to the time lost by reason of the delay.

- (i) Non-availability, shortages or restricted supply of building/construction inputs including but not limited to steel, cement, sand, building materials, labour and technical/ personnel, water and electricity, whether these are due to transport or other strikes, travel restrictions, lock downs by Central / State Governments, stoppages, outages, and/or any other causes beyond the control of the PROMOTER.

- (ii) Delays due to changes in any law(s), rules, regulations of the concerned authorities or changes in the approval and completion certifications/ procedures/ requirements or due to the issuance/ promulgation of any notice, act, law, statute, order, rule, notification, departmental rules of business, revocation or changes in public policy of the local, state or central authorities.
- (iii) Delay(s) due to any legislation/enactment that could adversely affect the Project or its construction and the completion of the apartments therein.
- (iv) Delay(s) in issue of the approvals and permissions including Completion Certificate and/or Occupancy Certificate by the Competent Authority.
- (v) Delay(s) in approval / sanction /connection / installation of electricity, water or other utilities to the Project provided any such delays are not a consequence of any act(s) of commission or omission on the part of the PROMOTER or its agents.
- (vi) Adverse weather condition (including heavy rains, flooding, cyclone, and other acts of nature) earthquake, lightning , fire, explosions, landslides, riots, vandalism, terrorist attack, war, arson, strikes, stoppages, national / state emergencies, epidemics, pandemics, outbreak of any infectious diseases or public health crises (including quarantine or other employee restrictions); act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, lockdowns, etc.
- (vii) Activism, extortion, stoppage, agitation, collective action, P.I.L., or any action or interference by any person(s) or group of persons that obstructs, hampers stops, delays, impedes or affects the construction of the SAID APARTMENT and/or the Project or the progress of the building work or the free movement of manpower and material and vehicles into or out of the Said Property for any length of time.
- (viii) Any other force majeure situation that is beyond the control of the PROMOTER.
- (ix) Delays/ defaults by the ALLOTTEE(S) in making payments to the PROMOTER of any/ all amounts payable under this Agreement; or delays in making payments to the PROMOTER for the Extra Items & Changes, if any or delays that arise consequent to default(s), if any, by the ALLOTTEE(S).

14.2. The PROMOTER shall pay to the ALLOTTEE(S) a sum of Rs.500/- (Rupees Five Hundred Only) as liquidated damages in respect of such termination. Upon such termination, neither party shall have any claim against the other in respect of the SAID APARTMENT or arising out of this Agreement and the PROMOTER shall be at liberty to allot, sell and dispose of the SAID APARTMENT to any other person for such consideration and upon such terms and conditions as the PROMOTER shall deem fit.

15. DEFECTS:

15.1. If within a period of five years from the date of Occupancy Certificate, the ALLOTTEE(S) brings to the notice of the PROMOTER any structural defect in the SAID APARTMENT

or the building in which the SAID APARTMENT is 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 its own cost and in case it is not possible to rectify such defects, then the ALLOTTEE(S) shall be entitled to receive from the PROMOTER, compensation for such defect in the manner as provided under the Act.

15.2. In case the ALLOTTEE(S) carries out any work within the SAID APARTMENT, resulting in any cracks and dampness or any other defect and/or in the event such cracks, dampness and/or other defects are caused due to any works carried out by the adjoining apartments, not attributable to the PROMOTER, then in such an event the PROMOTER shall not be liable to rectify or pay compensation. But the PROMOTER may offer services to rectify such defects with nominal charges as determined by the PROMOTER. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits, etc. cannot be considered as defective work. However, this warranty is limited to structural defects and shall not be applicable or extend to or be valid in respect of:

- (i) Any bought-out item/ specification/ manufacture including but not limited to electrical, plumbing, joinery or other fittings covered by a warranty of the manufacturer thereof.
- (ii) Any structure/item/specification that is broken or damaged due to mishandling, misuse, wear-and-tear or due to inadequate preventive maintenance by the ALLOTTEE(S) or his/her/their workmen, tenants or occupants of the SAID APARTMENT.
- (iii) Extra Items & Changes [as specified in Clause 8], including materials supplied/procured/delivered by the ALLOTTEE(S) if called upon by the PROMOTER to do so.
- (iv) Any construction/ addition/ alteration/ modification in or of the SAID APARTMENT installed or carried out by the ALLOTTEE(S) or its agents after the PROMOTER have handed over possession of the SAID APARTMENT or during the furnishing and interior decoration thereof.
- (v) Any use that the SAID APARTMENT may be put to in contravention of the terms and conditions herein.
- (vi) Hair line cracks in plaster or wall finishes, as these shall not constitute structural defects.
- (vii) Any defect(s) arising consequent to use of the SAID APARTMENT for rental activity or commercial purposes or in the event that the SAID APARTMENT is put to any use other than for purely residential purposes.

16. COMMON RIGHTS:

16.1. The Amenities provided by the PROMOTER (if any), the Common areas including but not be limited to the areas, driveways, pathways, lobbies, garden areas, utilities and other facilities such as ENTITY office, community hall, recreational areas, if any, the open and

public spaces, shall be for the common use and enjoyment of all Allottees of the Project/members of the ENTITY including the ALLOTTEES, but the ALLOTTEES or other members shall have no claims or demands for exclusive use or exclusive enjoyment of any specific part/portion of the Said Property or the Amenities, open/common/public spaces and areas irrespective of the location or site of his/her/their apartment within the Project.

- 16.2. The Undivided Rights of the ALLOTTEE(S) as defined and referred to herein are the attributable, proportionate, indivisible, impartible rights to be enjoyed in common with the other ALLOTTEES/purchasers of Premises in the Project and shall be quantified, pro-rata, as a share of the area of the said Property in the ratio of the Saleable Area (defined hereunder) to the aggregate Saleable Area of all the apartments in the Project.
- 16.3. The ALLOTTEE(S) shall not be entitled to claim partition or division of his/her Undivided Rights. The ALLOTTEE(S)'s Undivided Rights in the Said Property shall always remain impartible, unpartitionable and undivided and shall always be subject to the other terms and conditions in this Agreement, the Sale/Conveyance Deed and the ENTITY Documents.

17. ENTITY

- 17.1. Upon obtaining the Occupancy Certificate and subject to 51% of the Allottees having purchased premises in the Said Project, the PROMOTER shall decide whether to form a co-operative society, a limited company, an association of persons or any other ENTITY and shall accordingly intimate the same to all Allottees and call upon the Allottees, including the ALLOTTEE(S) herein, to form and register the co-operative society or limited company, an association of persons or any other Entity, which shall herein be referred to as '**the ENTITY**', to be known by such name as the PROMOTER may decide. The PROMOTER shall provide assistance to the Allottees to form the said ENTITY.
- 17.2. The ALLOTTEE(S) hereby agree and undertakes to be a member of the ENTITY and shall from time to time duly fill, sign and execute all applications for registration, membership etc. and any other documents necessary for the formation and registration of the ENTITY, for membership of the ENTITY, for byelaws of the ENTITY, etc. and shall return to the PROMOTER the same within 7 days of the same being intimated by the PROMOTER to the ALLOTTEE(S).
- 17.3. The ALLOTTEE(S) hereby grants his/her/their No objection /gives consent to any changes/alterations/modifications that are made /caused to be made in the draft Bye-laws or the Memorandum 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, as the case may be, at any given time.

- 17.4. The ALLOTTEE(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 premise allottees in the said Project.
- 17.5. The ALLOTTEE(S) 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 from time to time and shall also be governed by the laws which may be applicable to the ENTITY.
- 17.6. The PROMOTER shall be in absolute control of the unsold premises in the Said Project and upon transfer of the project in favour of the ENTITY, the PROMOTER shall become member of the ENTITY by virtue of being the developer of the Said Project and shall not be liable to pay any charges incidental to management and maintenance of the project for a period of 2 years from date of deed of conveyance. Only in the event, the Apartment/Shop is leased/rented by the PROMOTER during the period of 2 years, the PROMOTER shall pay monthly maintenance as applicable to other apartment allottees for the apartment leased/rented and 25% of the monthly maintenance amount as charged to other apartment allottees for Shops leased/rented by the PROMOTER.
- 17.7. All costs, charges, expenses etc. including registration and other expenses in connection with the formation of the ENTITY shall be borne by the Allottees including the ALLOTTEE(S) herein, in proportion as may be decided by the PROMOTER/ ENTITY.

18. TRANSFER

- 18.1. The PROMOTER has the sole discretion to either execute and register individual Deed of Sale with respect to the SAID APARTMENT along with proportionate share of land in the name of the ALLOTTEE(S) or to convey the land and project in favor of the Co-operative Housing Society by executing a Deed of Conveyance in favor of the Co-operative Housing Society, subject to the ALLOTTEE(S) and the other Allottees of the premises in the said Project having paid to the PROMOTER the entire sale consideration and all other amounts payable to the PROMOTER under the agreements for Sale. **For all purposes the Sale Deed in favour**
- 18.2. The ALLOTTEE(S) hereby irrevocably authorize the PROMOTER to convey the said Property and the said Project in the name of the ENTITY to be formed or to convey the SAID APARTMENT along with proportionate share of land in the name of the ALLOTTEE(S) by executing a conveyance through individual/unilateral Sale Deeds.

- 18.3. The afore said Deed of Sale/ Conveyance shall be executed and registered by the ALLOTTEE(S)/ENTITY within 7 days of intimation by the PROMOTER to do so, as the case may be.
- 18.4. The Deed of Sale/Conveyance, ENTITY Documents and any other documents shall be prepared and drafted by the PROMOTER's Advocate. The ALLOTTEE(S) shall and where applicable, on a proportionate basis bear all costs, legal charges of the PROMOTER's Advocate for drafting, execution and registration of this Agreement, the Deed of Sale/Conveyance, the ENTITY Documents and any other documents, the expenses of Stamp duty, Registration fees and other statutory impositions in connection with the execution of the Deed of Sale /Conveyance and all other documents executed or required to be executed in respect of or relating to the SAID APARTMENT, the Said Property and the Said Project and the ALLOTTEE(S) alone shall bear and pay the GST, TDS etc. if applicable to the transaction and sale agreed to herein.

19. THIRD PARTY TRANSFER:

- 19.1. Subject to the ALLOTTEE(S)'s right to avail of a home loan from any HFI as aforesaid, the ALLOTTEE(S) shall not enter into any transaction in respect of the SAID APARTMENT with third party(ies) other than the HFI without the previous consent in writing of the PROMOTER.
- 19.2. Upon receiving possession of the SAID APARTMENT and prior to execution and registration of the Deed of Sale/Conveyance, the ALLOTTEE(S) shall, subject to the other terms and conditions herein, have the right to or otherwise transfer his/her/their interest under or benefit of this Agreement to any person(s) of his/her/their choice or deal with or dispose of or part with in any manner whatsoever, or assign, or part with as aforesaid his/her/their interest under or benefit of this Agreement but only if and on condition that:
- (i) All the amounts and dues payable to the PROMOTER under this Agreement are fully paid up;
 - (ii) The ALLOTTEE(S) is/are not in any default(s) or breach(es) of any of the terms, conditions and covenants of this Agreement;
 - (iii) The ALLOTTEE(S) obtains the PROMOTER's prior written approval of the document / agreement / deed / writing effecting or evidencing such sale/ transfer/ assignment and the requisite legal fees and statutory impositions in respect of the sale/ transfer/ assignment documentation are duly paid by the ALLOTTEE(S);
 - (iv) If the ALLOTTEE(S) sells, transfers, assigns or parts with the interest under or benefit of this Agreement at any time before all the Apartments in said Project are sold out or possession taken whichever is earlier, the ALLOTTEE(S) shall ensure that the consideration of such new sale/transfer shall not be less than the market price i.e. the selling price quoted by the PROMOTER, as prevailing on the date of the new

sale/transfer; and the ALLOTTEE(S) agrees to pay to the PROMOTER a transfer charge fixed at 2% (Two percent) of the consideration of such new sale/transfer on or before signing or execution of any document/s thereto.

20. BINDING OF THIRD PARTIES:

20.1. In the interest of all the Allottees/ purchasers/ transferees, residents and occupiers of the Premises in the Project and to better ensure the harmonious and co-operative enjoyment of the Project by all these persons, the ALLOTTEE(S) agrees to make all the terms, conditions and covenants of this Agreement, ENTITY documents and Deed of Sale/ Conveyance on the person(s) to whom the SAID APARTMENT is transferred and into whosever's hands the SAID APARTMENT may come and the terms and conditions of this Agreement, ENTITY documents and Deed of Sale shall be applicable to and binding on all future transferees, successors-in-title and all persons into whosever's hands, occupation and use the SAID APARTMENT may come.

21. INSURANCE

21.1. The PROMOTER shall obtain all such insurances as may be notified by the appropriate Government, only if the same is available in the market and in such event, the ALLOTTEE(S) shall pay to the PROMOTER their proportionate share of the premium and charges in respect to the Insurance, within 7 days of written intimation by the PROMOTER. Upon transfer of the said Insurance in favour of the ENTITY, the ALLOTTEE(S) undertake to pay regularly their share of premium to the ENTITY.

21.2. The ALLOTTEE(S) alone shall be responsible for adequate and comprehensive insurance of the contents of the SAID APARTMENT including all his/her/their furniture, fittings and personal effects and such contents insurance shall commence simultaneous with receipt of possession of the SAID APARTMENT by the ALLOTTEE(S). The ALLOTTEE(S) shall not do or permit to be done any act, deed or thing which may render void or voidable any insurance of the SAID APARTMENT or building or Project, or cause any increased premium to be payable in respect thereof.

22. ADDITIONAL CHARGES AND DEPOSITS:

22.1. The ALLOTTEE(S) at his/her/their own instance has requested the PROMOTER to collect from him/her/them the following sums and has agreed to pay to below sums within 7 days from date of demand by the PROMOTER but before taking possession of the SAID APARTMENT.

- (i) Rs. 2,000/- (Rupees Two Thousand only) per sq. mts. of Super Built up area, as interest free Maintenance/Corpus deposit to be passed on to the ENTITY.

- (ii) Rs. 550/- (Rupees Five Hundred and Fifty only) or such other sum prescribed by the registering authority, to be passed on to the ENTITY towards shares/membership/entrance fee of the ENTITY.
- (iii) Rs. _____/- (Rupees _____ only) for meeting all legal costs, charges and expenses, in connection with formation and registration of the ENTITY, etc.
- (iv) Rs. 35/- (Rupees Thirty Five Only) per sq. mtr. of Super Built Up area per month, or any higher amount as may be decided by the PROMOTER, for a period of 12 months shall be paid by the ALLOTTEE(S) to the PROMOTER in advance and the ALLOTTEE(S) have requested the PROMOTER to adjust this amount from date of occupancy certificate for upkeep of common amenities and expenditure relating thereto, more specifically mentioned in clause 23 herein below. The ALLOTTEE(S) also agree that before expiry of the 12 months period, the ALLOTTEE(S) shall mandatorily deposit with the PROMOTER further 12 months maintenance, until such time the ENTITY takes over the management and maintenance of the said Project.
- (v) Rs. 10,000/- (Rupees Ten Thousand only) as legal charges for meeting all legal costs, charges and expenses, including professional costs of the Attorney /Advocates of the PROMOTER.
- (vi) Rs. 25,000/- towards the Electricity Meter /Security Deposit / Supervision charges/ Service Connection charges and other charges.
- (vii) In case the Electricity Departments insists on installing a separate Transformer / Sub-Station / Electrical infrastructure, etc, the cost of the same shall be divided equally/proportionately (as per the proportionate load calculated for each premises and common areas) among all the Allotees of the Project including the ALLOTTEE(S) herein. This amount shall be intimated to the ALLOTTEE(S) and the ALLOTTEE(S) shall pay all such amounts within period of 7 days from the date of demand.
- (viii) Proportionate amount payable towards Infrastructure Tax as applicable.
- (ix) The ALLOTTEE(S)'s share of Stamp duty and Registration fees payable on the document of transfer/conveyance of the SAID APARTMENT along with the undivided proportionate share in land in favour of the ALLOTTEE(S) or the land and project in favour of the ENTITY, as the case may be, as decided by the PROMOTER.

- (x) Any taxes, cess, charges or outgoings payable to and/or levied by the Corporation/Village Panchayat and/or any other competent authority, (including House Tax) shall be borne by the ALLOTTEE(S) from the date of Occupancy Certificate, irrespective of whether the ALLOTTEE(S) has taken the possession of the SAID APARTMENT or not. However, in case of purchase of the SAID APARTMENT being subsequent to the date of Occupancy Certificate, the ALLOTTEE(S) shall be liable to pay the said taxes, cess, charges or outgoings payable to and/or levied by the Corporation/ Village Panchayat or other competent authority from the financial year in which the SAID APARTMENT is purchased or agreed to be purchased.
- 22.2. In the event of any additional amount becoming payable in respect of the aforesaid items, the ALLOTTEE(S) shall deposit the difference/ shortfall with the PROMOTER within 7 days from the date of intimation in writing of such demand.
- 22.3. All the above amounts shall be paid by the ALLOTTEE(S) to the PROMOTER on time without any default on dates stipulated herein.
- 22.4. If on account of failure on the part of the ALLOTTEE(S) to pay the aforesaid amounts, if any concerned authority/service provider takes any action for recovery of the same, the PROMOTER shall not be responsible or liable for any loss or damage which may be suffered by the ALLOTTEE(S) on account of the said action.
- 22.5. In the event the monthly maintenance amount paid by the ALLOTTEE(S) is not sufficient to meet the maintenance as mentioned in clause (iv) above, then on demand from the PROMOTER, the ALLOTTEE(S) shall make good the shortfall by paying amount proportionate to their share in area and/or as determined by the PROMOTER, within 7 days of demand by the PROMOTER. Further, if the PROMOTER and/or the ENTITY are of the opinion that the yield on amount as mentioned herein is not going to be sufficient to meet the upkeep expenses, the PROMOTER and/or the ENTITY are authorized to increase such amounts and the ALLOTTEE(S) shall pay the same within 7 days from the date of such intimation.
- 22.6. The ALLOTTEE(S) have authorized the PROMOTER to adjust any amount payable by them to the PROMOTER as aforesaid, from the maintenance deposit/ Corpus amount mentioned in clause 22.1(i), including any GST/taxes applicable on such adjustment.

23. UPKEEP OF COMMON AMENITIES AND EXPENDITURE RELATING THERETO.

- 23.1. It is clearly agreed and understood that the responsibility /liability with respect to common amenities of the said Project is exclusively that of the Allottees of the premises in the said Project, including the ALLOTTEE(S) herein.
- 23.2. The ALLOTTEE(S) have requested the PROMOTER to act on their behalf for the purpose of meeting the following expenditure concerning common amenities by paying from the monthly maintenance amount collected by the PROMOTER as per clause 22(iv) above.
- a. Common water charges,
 - b. Common electricity charges,
 - c. Lift maintenance charges,
 - d. Remuneration of attendants and security services,
 - e. consumables for upkeep,
 - f. such other amount as may be decided by the PROMOTER at their sole discretion.
- 23.3. It is agreed that any agreement / contract / work order entered into / issued for the aforesaid purpose, which the PROMOTER may enter into or issue, shall be binding upon the ALLOTTEE(S) or the ENTITY.
- 23.4. It is clearly agreed and understood by the ALLOTTEE(S) that the Allottees of the Shops in the said Project shall be liable to pay only 50% of the monthly maintenance changes as charged to the Allottees of the Apartments in the said project.

24. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

- 24.1. The PROMOTER hereby represents and warrants to the ALLOTTEE(S) that:
- (i) The Said Property has clear and marketable title and the PROMOTER has the right to carry out development on the Said Property and has actual and physical possession of the said property.
 - (ii) The PROMOTER has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the project.
 - (iii) There are no encumbrances upon the Said Apartment.
 - (iv) There are no litigations pending before any Court of law with respect to the Said Property or Project except those disclosed in the title report as on date.

- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said Project and the Said Property 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 and the Said Property shall be obtained by following due process of law and the PROMOTER has been and shall at all times, remain to be in compliance with all applicable laws in relation to the Project and the Said Property, and common areas.
- (vi) The PROMOTER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the ALLOTTEE(S) created herein, may prejudicially be affected.
- (vii) The PROMOTER has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Said Property, including the Project and the SAID APARTMENT which will, in any manner, affect the rights of ALLOTTEE(S) under this Agreement.
- (viii) The PROMOTER confirms that the PROMOTER is not restricted in any manner whatsoever from selling the SAID APARTMENT to the ALLOTTEE(S) in the manner contemplated in this Agreement.
- (ix) There exists a cross in the north west side of the Said property and that the PROMOTER has constructed a compound wall, separating the said cross area from the said Property and at the request of the locals / neighboring residents, have permitted the said locals / neighboring residents to use the said cross area for their religious activities and upon completion of the project and on obtaining the occupancy certificate, shall hand over the said cross area to the village panchayat of Taleigao.
- (x) At the time of execution of the deed of conveyance in favour of the ALLOTTEE(S) or the ENTITY, as the case may be, the PROMOTER shall handover lawful, vacant, peaceful, physical possession of the common areas of the Project to the ENTITY.
- (xi) 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, from the amount that it has collected from the ALLOTTEES.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any

notice for acquisition or requisition of the Said Property) has been received or served upon the PROMOTER in respect of the Said Property and/or the Project except those disclosed in the title report.

25. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE(S)

25.1 The ALLOTTEE(S) with intention to bring all persons into whosoever hands the SAID APARTMENT may come, hereby covenants with the PROMOTER as follows:

- (i) To maintain the SAID APARTMENT at the ALLOTTEE(S)'s own cost in good and tenable repair and condition from the date the possession of the SAID APARTMENT is taken and shall not do or suffer to be done anything in or to the Said Building in which the SAID APARTMENT is situated which may be against the rules, regulations or bye-Laws or change/alter / make addition in or to the Said Building in which the SAID APARTMENT is situated and the SAID APARTMENT itself or any part thereof without the consent of the local authorities, if required.
- (ii) Not to store in the SAID 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 SAID 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 SAID APARTMENT is situated, including entrances of the building in which the SAID APARTMENT is situated and in case any damage is caused to the building in which the SAID APARTMENT is situated or the SAID APARTMENT on account of negligence or default of the ALLOTTEE(S) in this behalf, the ALLOTTEE(S) 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 SAID APARTMENT in the same condition, state and order in which it was delivered by the PROMOTER to the ALLOTTEE(S) and shall not do or suffer to be done anything in or to the building in which the SAID APARTMENT is situated or the SAID 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(S) committing any act in contravention of the above provision, the ALLOTTEE(S) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority including the obligations of the PROMOTER as per clause 14(3) of the Act.

- (iv) Not to demolish or cause to be demolished the SAID 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 SAID APARTMENT or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the SAID APARTMENT is situated and shall keep the portion, sewers, drains and pipes in the SAID APARTMENT and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the SAID APARTMENT is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the SAID APARTMENT without the prior written permission of the PROMOTER and/or the ENTITY. In such case, obligations of the PROMOTER as per clause 14(3) of the RERA act and the applicable Rules, shall be void and/or non applicable and/or shall stand discharged.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Said Property and the building in which the SAID 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 Said Property and the Said Building in which the SAID APARTMENT is situated.
- (vii) Pay to the PROMOTER within seven days of demand by the PROMOTER, his/her/their 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 Said Project in which the SAID 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 SAID APARTMENT by the ALLOTTEE(S) for any purposes other than for purpose for which it is sold.
- (ix) The ALLOTTEE(S) shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the SAID APARTMENT until all the dues payable by the ALLOTTEE(S) to the PROMOTER under this Agreement are fully paid up and subject to prior written consent of the PROMOTER

- (x) The ALLOTTEE(S) shall be entitled to use the garden and such other recreational facilities, if any, to the extent provided by the PROMOTER, and such use shall be at the sole responsibility and risk of the ALLOTTEE(S) or his family members and they shall abide by the rules and regulations framed by the PROMOTER or the ENTITY for this purpose, it being agreed that mere reference herein, shall not be construed as commitment on the part of the PROMOTER to provide such facilities.
- (xi) It is also agreed that such facilities and amenities, within the gated complex, shall not be used by the Allottees of the Shops/commercial premises, including the parking area inside the gated complex. The shops may use the parking area in front of their shops. Similarly, the Allottees of the Apartments in the said project shall not use the parking in front of the shops.
- (xii) To allow the locals/neighboring residents to use the cross area and agree that the said cross area shall be handed over by the PROMOTER /the ALLOTTEE(S) / the ENTITY, as the case may be, to the village panchayat of Taleigao, as and when called upon by the Village Panchayat, as mentioned in 24.1(ix) above and agree that they shall not interfere in the said cross area.

26. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the PROMOTER 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(S) who has taken or agreed to take such Apartment.

27. INDEMNITY

The ALLOTTEE(S) indemnifies and keeps the PROMOTER forever indemnified at all times 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(S) or his/her/their representative(s) or any person(s) visiting the ALLOTTEE(S) or his/her/their family, guests or visitors or staff, or all persons claiming through or under the ALLOTTEE(S), before or after taking possession of the SAID APARTMENT and during the occupation, use and enjoyment of the Project, the common areas and the Amenities. The ALLOTTEE(S) alone shall be responsible and liable for ensuring the strict compliance, by all persons using or occupying the SAID APARTMENT with all safety and maintenance guidelines, precautions, advisories and warnings in respect of usage/ consumption of gas, electricity and other utilities and installations/equipment thereof in the SAID APARTMENT and usage/enjoyment of the Amenities.

24.2. The ALLOTTEE(S) shall indemnify and keep indemnified the PROMOTER against the taxes and other payments and expenses in respect of the SAID APARTMENT and the Said Building/Project thereon.

28. NO LIABILITY

Neither the PROMOTER nor the ENTITY shall be liable to the ALLOTTEE(S) or any person whomsoever whether claiming through or under the ALLOTTEE(S) 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 elevators, generator sets, hydro pneumatic system, water heaters, electricity supply, telephone, cooking-gas/ piping or water supply to the Project or the SAID APARTMENT or any part thereof or caused by causes/reasons whatsoever.
- (ii) for or in respect of 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 development or caused by falling objects or caused by suspension/ breakdown/ outages/ shortages/ interruption in supply of utilities and services or from any other cause or reason whatsoever.
- (iii) for the security or safekeeping or insurance of the Project or the SAID APARTMENT or of any person(s) or of the contents and possessions therein.

29. BINDING EFFECT

Forwarding this Agreement to the ALLOTTEE(S) by the PROMOTER does not create a binding obligation on the part of the PROMOTER or the ALLOTTEE(S) until firstly, the ALLOTTEE(S) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the ALLOTTEE(S) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the PROMOTER. If the ALLOTTEE(S) fails to execute and deliver to the PROMOTER this Agreement within 30 (thirty) days from the date of its receipt by the ALLOTTEE(S) and/or appear before the Sub-Registrar for its registration as and when intimated by the PROMOTER, then the PROMOTER shall serve a notice to the ALLOTTEE(S) for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the ALLOTTEE(S), application of the ALLOTTEE(S) shall be treated as cancelled and all sums deposited by the ALLOTTEE(S) in connection therewith including the booking amount shall be returned to the ALLOTTEE(S) without any interest or compensation whatsoever.

30. 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/Said Property/Building in which the SAID APARTMENT is situated/the said Project, as the case may be. Promotional material including but not limited to brochures, flyers, website data, videos, walk through, computer generated images and pictures or other marketing collateral and other digital and non-digital and communication(s) exchanged between the Parties prior to the execution hereof whether in respect of the SAID APARTMENT, its specifications, internal layouts, plans and depictions of the Project and its Amenities shall not form part of this Agreement. Computer generated images/ videos and other marketing collateral including walkthroughs of the apartments and the Project are intended to be merely conceptual and illustrative artist impressions and the PROMOTER shall be at liberty to make changes and improvements in actual colours, textures, finishes, materials, spec, look and feel, elevations, interiors and other elements of the SAID APARTMENT, the Said Buildings, said Project and the Amenities and common areas provided that these changes/ improvements do not affect the SAID APARTMENT or the Project adversely. Save and except for those Extra Items & Changes that have been mutually agreed and recorded in writing by the Parties, the specifications and features of the SAID APARTMENT, the Project and the Amenities in Schedule IV and Annexure B shall comprise and constitute the only, definitive list/itemization of specifications, features and Amenities to be provided to the SAID APARTMENT and the Project.

31. RIGHT TO AMEND

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

31.1. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE(S) / SUBSEQUENT ALLOTTEE(S)

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(S) of the SAID APARTMENT, in case of a transfer, as the said obligations go along with the SAID APARTMENT for all intents and purposes.

32. THIRD PARTIES

32.1. This Agreement will be binding upon and endure to the benefit of the PROMOTER, their administrators, successors and assignees and shall be binding upon and endure to the benefit of the ALLOTTEE(S), his/her/their legal heirs, executors, administrators, successors, transferees and permitted assignees.

- 32.2. This Agreement is for the sole benefit of the Parties hereto. No Party's obligations are for the benefit of any third party and no third party acquires any enforceable rights with respect to this Agreement. Any rights, liens or claims of the banks, financial institutions or other entities/person(s) that are permitted by the PROMOTER to extend of home-loans/ finance to the ALLOTTEE(S), shall be subordinate and subject to the PROMOTER's lien over and rights and claims in respect of the SAID APARTMENT.
- 32.3. In the event of a default by the ALLOTTEE(S) on any home-loan/ finance permitted as above, the PROMOTER reserves the right to terminate the Agreement and, as provided for herein, refund all monies that the ALLOTTEE(S)/HFI has advanced to the PROMOTER, as mentioned in clause 5.7 above.

33. **GRANT**

Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of any right, title or interest in or to the SAID APARTMENT, the Project, the Said Property or any part or portion thereof. The ALLOTTEE(S) shall have no claim save and except in respect of the SAID APARTMENT hereby agreed to be sold to him /her/them and all open spaces, car parking spaces, lobbies, staircases, and recreation spaces, etc, if any, and the Said Property will remain the property of the PROMOTER until the said structure of the Said Building and the Said Property, is transferred to the ENTITY or the deeds of sale in respect of the Undivided Rights are executed with the ALLOTTEE(S) of Premises in the said Project. All unsold and unallotted inventory shall continue to remain property of the Promoter until sold / allotted.

34. **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.

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

Wherever in this Agreement it is stipulated that the ALLOTTEE(S) has to make any payment, in common with other ALLOTTEE(S) in the Project, the same shall be in proportion to the **Super Built Up area** of the SAID APARTMENT to the total **Super Built Up area** of all the Apartments in the Project.

34.2. **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.

35. **PLACE OF EXECUTION**

35.1. The execution of this Agreement shall be complete only upon its execution by the PROMOTER or through its authorized signatory at the PROMOTER's Office at Panaji and the ALLOTTEE(S). After the Agreement is duly executed by the ALLOTTEE(S) and the PROMOTER, or simultaneously with the execution the said Agreement it shall be registered at the office of the Sub-Registrar of Ilhas, Panaji.

35.2. The ALLOTTEE(S) and/or PROMOTER shall present this Agreement as well as the Sale/Conveyance 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.

36. **GENERAL:**

36.1. The PROMOTER shall maintain a separate account in respect of sums received by the PROMOTER from the ALLOTTEE(S) as advance or deposit, sums received on account of the share capital for the promotion of the ENTITY or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

36.2. It is clearly agreed and understood by the parties hereto that the terrace space in front of or adjacent to the terrace Apartments in the Said Building, if any, shall belong exclusively to the respective ALLOTTEE(S) of such terrace Apartment, and such terrace spaces are intended for the exclusive use of the respective ALLOTTEE(S). The said terrace spaces shall remain open to sky and the ALLOTTEE(S) shall not enclose or cover the said terrace or do any act that would alter/change the elevation without the written permission / approval/ license/ NOC of the PROMOTER and/or the ENTITY, the concerned Corporation/Panchayat/Municipal Council and/or such other concerned authorities, as the case may be.

36.3. Provided it does not in any way affect or prejudice the right of the ALLOTTEE(S) in respect of the SAID APARTMENT, the PROMOTER shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the Said Property and/or in the said Project.

- 36.4. It is also understood and agreed by the parties herein that the ALLOTTEE(S) shall not in any way hinder, interfere and object and hereby give their consent to setting up/ carry out the business of Bar and Restaurant / Hotel/ Food Court and/or any food outlet in the commercial space /shops in the project and hereby grants irrevocable NOC for the same, subject to the PROMOTER /concerned person/ Entity obtaining all permissions in terms of law.
- 36.5. In order to maintain aesthetic / architectural elevation of the Building, the ALLOTTEE(S) shall obtain written consent of the PROMOTER before commencing the below mentioned works and shall ensure that the designs and position thereof would be strictly in accordance with the stipulated designs and specifications and as per permission given by the PROMOTER in writing, in that regard;
- (i) Fixing of window grill, railing, safety door, kitchen chimney/exhaust, etc. its design, size, location and modality of fixing.
 - (ii) Covering or enclosing in any manner whatsoever, the open terraces, the open balcony/balconies or other open space/s (if any) forming part of or appurtenant to the SAID APARTMENT as also the said car parking space/s.
 - (iii) Interior civil works not anyway touching or adversely affecting safety and/or structural members of the Building;
 - (iv) Air-conditioning installations with regard to its location; and
 - (v) For any other like works, matters and things.
- 36.6. The ALLOTTEE(S) ensures that:
- (i) They shall not hang clothes, garments or any other thing in the windows, balcony / balconies or the terraces/garden of or appurtenant to the SAID APARTMENT.
 - (ii) The corridors, stairways and common areas of the said building shall not be obstructed and/or utilized by the ALLOTTEE(S) for their personal use and no furniture and/or any other accessories of any nature shall be kept outside the apartment and/or in the corridors, stairways and common areas of the said Building.
 - (iii) No furniture and/or any item shall be placed at the entry of the electrical duct if any, situated on the floors of the said building and the entry to the said electrical duct shall always be free and clear from all obstructions/ restrictions of any nature.
- 36.7. The ALLOTTEE(S) agrees to take connection for Television from the Common DISH Antennas, if any, and/or take prior written permission to install separate dish antenna only in the space as shall be allotted by the PROMOTER.
- 36.8. The PROMOTER shall install/display LED lit signage with name 'risara' or any other name as desired by PROMOTER, on the terrace area of the Building and the ALLOTTEE(S) agrees and ensure that:

- (i) The ALLOTTEE(S) do hereby give their permanent irrevocable NOC to the PROMOTER to exclusively and permanently, without any interference and/or obstruction, hold, use, access and maintain the said terrace area at the PROMOTER's cost, even after the Deed of Sale/Conveyance is executed with the ALLOTTEE(S) or the ENTITY, as the case may be and no amount shall be charged to the PROMOTER for the same.
 - (ii) The PROMOTER shall also install a separate electrical meter in their name for the said LED lit signage and shall at their own cost and expense, pay to the electricity department the amount billed on the said meter, from time to time and the ALLOTTEE(S) and the ENTITY shall not claim transfer of such meter in their favour.
 - (iii) In case and at any given time, the said signage is not functioning and/or requires replacement of light, repairs etc., the ALLOTTEE(S)/ENTITY agrees to forthwith inform the PROMOTER about the same.
- 36.9. The PROMOTER shall only facilitate the ALLOTTEE(S) in applying for amenities like water, electricity etc. and the ALLOTTEE(S) shall sign all documents and shall comply with all statutory requirements. However, such facility given gratis is outside the scope of this Agreement and the PROMOTER shall not be held responsible or liable in any manner whatsoever for any delay or non-performance.
- 36.10. Any delay tolerated or indulgence shown by the PROMOTER in enforcing the terms of this Agreement or any forbearance of giving of time to the ALLOTTEE(S) by the PROMOTER shall not be construed as waiver on the part of the PROMOTER of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the PROMOTER.
- 36.11. The PROMOTER does hereby represent to the Allotee that the PROMOTER shall be entitled to contract the unsold premises belonging to the PROMOTER in the Said Project, other than the SAID APARTMENT, as a service apartment/ lease/ rent/ bed & breakfast or such commercial purposes as may be permissible, without any prior permission from the ALLOTTEE(S) or the ENTITY and the ALLOTTEE(S) or ENTITY will not have any objection for the same and the execution of this Agreement shall be construed as consent, for all legal and practical purposes before all the relevant authorities.
- 36.12. That all notices, letters, reminders, documents, papers etc. to be served on the ALLOTTEE(S) and the PROMOTER as contemplated by this Agreement shall be deemed to have been duly served if sent to the ALLOTTEE(S) or the PROMOTER by Registered

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

ALLOTTEE(S)'s Address:

Notified Email ID of the ALLOTTEE(S):

PROMOTER's Address:

Risara Properties LLP,
Risara House,
Vasudev Dempo Marg,
Tonca, Panaji, Goa
403002.

Notified Email ID of the PROMOTER:

sharon@risara.co.in

The ALLOTTEE(S) shall also, from time to time, notify any change in his/her/their address to the PROMOTER. Any letters, reminders, notices, documents, papers, etc. in relation to this Agreement made at the said 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 ALLOTTEE(S) and the PROMOTER shall not in any way be responsible or liable in the event the said notices are returned unserved at the notified address for any reasons whatsoever and all obligations and liability under this agreement on the part of the ALLOTTEE(S) shall arise on the date of service of notice and/or return of notice as unserved for any reason whatsoever.

- 36.13. The ALLOTTEE(S) hereby gives express consent to the PROMOTER to raise any loans against the Said Property and/or the Said Project, except the SAID APARTMENT 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 PROMOTER at their expenses before the SAID APARTMENT is handed over to the ALLOTTEE(S).

- 36.14. If at any time prior to the execution of the Deed of Sale/Conveyance in favour of the ALLOTTEE(S) or ENTITY as stipulated in this Agreement, the Floor Area Ratio presently applicable to the Said Property is increased, such increase shall ensure exclusively for the benefit of the PROMOTER alone without any rebate to the ALLOTTEE(S).

- 36.15. Notwithstanding anything contained to the contrary in any prior or contemporary advertisements, publicity, promotional material etc., these presents shall constitute the complete and comprehensive contract between the parties hereto, unless otherwise specifically agreed upon.
- 36.16. The ALLOTTEE(S) shall present this Agreement at the proper Registration Office for registration within the time limit prescribed by the Registration Act, and the PROMOTER upon being duly notified by the ALLOTTEE(S) will attend such office and admit execution thereof.
- 36.17. At present the possession of the SAID APARTMENT has not been handed over to the ALLOTTEE(S).

41. JOINT ALLOTTEE(S)

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

42. DISPUTE RESOLUTION

All disputes between the Parties shall be settled amicably. In case of failure to settle the disputes 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.

43. 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.

44. STAMP DUTY AND REGISTRATION

The charges towards stamp duty and Registration of this Agreement shall be borne by the ALLOTTEE(S). Only for the purpose of computing the stamp duty and registration charges, the market value of the SAID APARTMENT is taken as Rs. _____/- (Rupees _____ only) and stamp duty thereon of Rs. _____/- (Rupees _____ only) is affixed herewith.

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

ALL THAT immovable property known as “Metade Palmar Tonca Bhat, situated at St. Inez, described in the office of Land Registration Ilhas under no. 1446 of Book B-17 old and enrolled in the Revenue Registrar (Matriz Predial) under no. 54, surveyed under No. 92 sub-division no. 1 of village of Taleigao, originally belonging to Vassanta Subrai Poi and is bounded as under:

Towards the East : By a drain

Towards the West : By national road, property of PWD, property of Housing Board Society and of Cosme Matias Menezes.

Towards the North: By property of Betu Naik, Babuso Naik and Basilio Martins.

Towards the South : By drain of Comunidade of Taleigao

SCHEDULE II**(DESCRIPTION OF THE SAID PORTION)**

All that SAID PORTION marked as Division No. 8 in the Plan annexed to the Deed of Rectification dated 2/04/1986, being part of property known as “Metade Palmer Tonca Bhat”, situated at St. Inez, described in the office of Land Registration Ilhas under no. 1446 of Book B-17 old and enrolled in the Revenue Registrar (Matriz Predial) under no. 54, surveyed under No. 92 sub-division no. 1 of village of Taleigao, admeasuring **2126.00** sq. mtrs and is bounded as under :

Towards the East : By 6 mtrs road

Towards the West : By Sub-Division 10A

Towards the North : By 6 mtrs. wide road

Towards the South : By a Nalla

SCHEDULE III**(DESCRIPTION OF THE SAID PROPERTY)**

ALL THAT SAID PROPERTY is admeasuring an area of **1602.00** sq. mtrs. and bearing survey no. 92/1-A, of village Taleigao, Tiswadi, Goa and is bounded as under:

East : Part of the SAID PROPERTY bearing survey no. 92/1 of Taleigao village

West : By Plot with sub-division no. 10A belonging to Dr. Vinaykumar Raikar

North : By 6 mtrs. road

South : By Nalla

SCHEDULE NO. IV**(DESCRIPTION OF THE SAID APARTMENT)**

ALL THAT APARTMENT No. _____, having _____ sq. mtrs. Super Built Up area (including incidence of all common areas) with corresponding Built up Area of _____ sq.mts. and a corresponding Carpet Area as per definition under the Act admeasuring _____ sq. mtrs. (Subject to variation of 4%). The apartment shall also have an exclusive carpet area of balcony/ies of _____ sq.

mts with an exclusive terrace/service area of _____ sq.mts, on the _____ Floor of the project named as "SOUTHERN CREEK RESIDENCES". The SAID APARTMENT is shown delineated in red boundary line in the plan annexed hereto.

SCHEDULE NO. V

(Definitions)

1. **Carpet Area**: 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 or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

2. **Built up Area**: Built up area, shall mean the total Poly Line area measured on the outer line of the unit including balconies and/or terraces with or without roof. Built up area shall also include mezzanine floors, if any and also detached habitable areas, if any, such as servant's room etc. allotted for exclusive ownership. The outer walls which are shared with another unit shall be computed at 50%. Remaining outer walls are computed at 100%

3. **Super Built up Area**: The Super Built up Area, shall mean Built up area as defined above plus the proportionate share of the following:
 A certain percentage of the double height areas or terraces if any, entrance lobby, corridors, staircases, lift shafts/Lift core at entry level, lift lobby and other lobbies, landings etc, lift machine rooms, generator rooms, electrical rooms and the rooms for substations/transformers, if any, Gas banks, mumty, garbage room, clubhouse, security room, indoor sports room/s, general toilets for common servants/maintenance staff/drivers and any other common areas constructed not included above, provided they are not separately charged.

4. **Area of balcony**: shall mean the area of the balcony, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the ALLOTTEE(S). When the balcony is enclosed, the carpet area shall be measured from the line of the Apartment as per the sanctioned plan till and excluding the external walls, however, in case of any internal walls between balconies or rooms, the area of such internal partition walls shall be included in the carpet area of the balcony.

5. **Area of Terrace/Service area**: shall mean the area of the terrace/ service area or duct, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the ALLOTTEE(S). The area of the terrace/service area or duct shall be calculated till the outer edge/s of the terrace slab i.e. it shall include the railing/ louvers.

SCHEDULE NO. VI
(SPECIFICATIONS OF THE SAID APARTMENT)

The Structure:

It is an earthquake resistant R.C.C. framed structure of columns, beams and slabs. The internal partition walls will be brick/AAC masonry and the external walls will be brick/laterite/AAC masonry.

Plaster:

External plaster will be double coat cement sand plaster followed by flicker coat or Ruff and Tuff Plaster. Internal plaster will be single coat cement sand plaster finished with Birla white cement putty.

Flooring:

The flooring of living room will be of 600X600mm Double charged vitrified tiles of brand Somany or equivalent with an average landing cost of the tiles at Rs. ___/- per sq. mtr. The flooring of other areas will be 600X600 vitrified tiles of brand Somany or equivalent with an average landing cost of the tiles at Rs. ___/- per sq. mtr. All toilet dado will have 300X600 Ceramic dado tiles of brand Somany or equivalent with an average landing cost of the tiles at Rs. ___/- per sq.mtr. and toilet floor tiles shall be 600X600 Ceramic tiles, of brand Somany or equivalent, with an average landing cost of the tiles at Rs. ___/- per sq. mtr.

Doors & Windows:

All doors will have Wooden frames or equivalent. Bedroom doors shutters will be flush doors with teak finish or its equivalent. Toilet door shutters will be laminated. Window frames and shutters will be of Anodised aluminium/UPVC or equivalent. The doors will have SS matt hinges and fittings. The main door will have a night latch.

Kitchen:

The kitchen will have a cooking platform with black or equivalent granite top. Stainless steel sink with single bowl of Carysil make or equivalent, with 600 mm high dado tiles or equivalent lining above the platform will be provided.

Internal Decor:

The walls and ceiling will be painted with Acrylic bound distemper.

External Decor:

External walls will be painted with Asian Apex Ultima or equivalent

Water Tanks:

A common underground sump with a common electric pump and a common overhead tank will be provided.

Internal Decor:

Soil, waste and water pipes will be partially concealed. White glazed European W.C. units will be provided. The sanitary installations will be in accordance with Municipal specifications. One shower and one wash basin and one W.C will be provided in each toilet of Jaquar brand or equivalent.

Electrical Installations:

The electrical wiring will be concealed. In the living and dining room, three light points, two fan points, one TV/DTH point, one AC point, and two plug points will be provided. The bedroom will have two or three light points, one fan point, one AC point, one TV/DTH point, and two plug point. Kitchen will have one fan point, two light points, one refrigerator point, one hob point, one chimney point, two 15 amps points, two 5amp points. Toilets will have two light point each, one exhaust point, one 5 amps point, one 15 amps geyser point. Balconies and terrace, if any, will have one light point. One Video door phone and one bell point will be provided.

General:

The ALLOTTEE shall obtain electric connection from the Electricity Department for which the requisite meter deposit/service charges and such other expenses shall be borne by the PROMOTER on behalf of the ALLOTTEE. The PROMOTER shall only provide the ALLOTTEE with the required Electrical Test Report to the effect that the work is executed as per Government regulations, which is sufficient for obtaining electrical connection.

SCHEDULE VII
(SCHEDULE OF PAYMENT)

MILESTONE FOR DATE OF PAYMENT	%	AMOUNT IN RS.
On Booking	10%	
On Signing of Agreement	15%	
On Commencement of Footing	25%	
On Commencement of 1st floor slab	6%	
On Commencement of 2nd floor slab	6%	
On Commencement of 3rd floor slab	6%	
On Commencement of 4th floor slab	6%	
On Commencement of roof slab	6%	
On Commencement of Masonry	4%	
On Commencement of Electrical work	3%	
On Commencement of Woodwork	3%	
On Commencement of Plaster	3%	
On Commencement of Tiling	3%	
On Commencement of Painting	3%	
On Handing Over	1%	
TOTAL AMOUNT	100%	

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

SIGNED AND DELIVERED) FOR **RISARA PROPERTIES LLP**,
by the within named PROMOTER)
PROMOTER OF THE ONE PART)

GAURANG SINAI SUCTANCAR,
alias **GAURANG SUCTANCAR**

PHOTOGRAPH OF MR. GAURANG SINAI SUCTANCAR

Left Hand Finger Prints

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Right Hand Finger Prints

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WITNESSES:

1. _____ (Name): _____

2. _____ (Name): _____

SIGNED AND DELIVERED _____)

by the within named ALLOTTEE)

PHOTOGRAPH OF _____

Left Hand Finger Prints

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Right Hand Finger Prints

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WITNESSES:

1. _____ (Name) : _____

2. _____ (Name) : _____

SIGNED AND DELIVERED _____)

by the within named ALLOTTEE)

PHOTOGRAPH OF _____

Left Hand Finger Prints

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Right Hand Finger Prints

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WITNESSES:

1. _____ (Name) : _____

2. _____ (Name) : _____