

AGREEMENT FOR SALE

THIS AGREEMENT OF SALE is made and entered at Mapusa, within the Taluka and Registration Sub-District of Bardez, District of North Goa in the State of Goa, on this _____ day of _____, Two Thousand and Eighteen; (___/___/2018).

B E T W E E N

1. **Mrs. GODAVARIBAI RAMESH NAIK**, w/o late Mr. Ramesh Vassudev Naik, 67 years of age, Widow, Occupation-Household activities, Indian National, **holding PAN Card No.AKIPN7378N**, and
2. **Mr. VASSUDEV RAMESH NAIK**, s/o late Mr. Ramesh Vassudev Naik, 30 years of age, Unmarried, Service, Indian National, **holding PAN Card No.AYIPN8873G**, both residents of H.No.493/4A, Tarchi Bhat, Siolim, Bardez, Goa,
3. **MR. ASHOK RAMESH NAIK**, s/o late Mr. Ramesh Vassudev Naik, married, age 36 years, business, Indian National, **holding PAN Card No. AECPN6513K**, and his wife,
4. **Mrs. NORA ASHOK NAIK**, w/o Mr. Ashok Ramesh Naik, 34 years of age, Married, Service, Indian National, **holding PAN Card No.AGTPN4876G**, both residents of H. No. 493/4A, Tarchi Bhat, Siolim, Bardez – Goa, hereinafter referred to as the '**OWNERS/VENDORS**' (which expression shall unless repugnant to the context and meaning shall mean and include their heirs, successors, legal representatives, administrators, executors and assigns) of the ONE PART.

AND

2. NAIFER CONSTRUCTIONS, a partnership Firm registered under the Indian Partnership Act, having **PAN Card bearing No. AAIFN2449L**, with its office at Milagre Building, T.F.1, Morod, Mapusa, Bardez, Goa, and represented herein by its Partners,

(a) MR. ASHOK RAMESH NAIK, s/o late Ramesh V. Naik, Married, age 36 years, Business, Indian National, resident of H.No. 493/4A, Tarchi Bhat, Siolim, Bardez – Goa, holder of **PAN Card No. AECPN6513K**; and

(b) MR. ALLAN ALEX FERNANDES, s/o late Mr. Victor Fernandes, age 35 years, Married, Business, Indian National, resident of H.No. 677, Pintos Vaddo, Candolim, Bardez- Goa, holder of **PAN Card no. ABDPF2422K**, hereinafter referred to as the '**BUILDER/SELLER/ PROMOTER**' (which expression shall unless repugnant to the context and meaning shall mean and include the partners, successors, legal representatives, administrators and assigns) of the SECOND PART.

AND

3. Mr./Mrs. _____, **s/d/o** _____, _____ years of age, _____, Occupation _____, holding **PAN Card No.** _____, Indian National, resident of _____, hereinafter referred to as the '**PURCHASER/S/ALLOTEE/S**' (which expression shall unless repugnant to the context and meaning shall mean and include his/its/their/her heirs, successors, legal representatives, administrators, executors and assigns) of the THIRD PART.

WHEREAS the VENDORS No. 1, 2 & 4 are represented herein by their duly appointed attorney to Mr. ASHOK RAMESH NAIK, s/o late Mr. Ramesh V. Naik, constituted vide General Power of

Attorney, dated: 04-11-2015, executed before the Sub- Registrar Office, at Mapusa Bardez, under registration no. BRZ-BKPOA-00060-2015 and Power of Attorney, dated: 06-09-2010, executed before the Notary Public Adv.N.S.POROB, at Mapusa, Bardez, registered under Serial no. 8345/2010.

WHEREAS there exists a property known as “TARCHY BATTY” or “TARICHE BHAT”, admeasuring 1496 sq. mts., presently bearing survey no. 171/2-A of Siolim Village, earlier forming part of the larger property bearing Survey No. 171 Sub-Division No. 2 of Siolim Village, which was totally admeasuring 2525 sq.mts, which was as a whole described in the Land Registration Office of Bardez under No. 20 at folio 21 of Book B10 new, enrolled in the Taluka Revenue Office under no. 1 and 699 of the third circumscription of Siolim, situated within the limits of the jurisdiction of the Village Panchayat of Siolim, Marna, Taluka and Sub-District of Bardez, North Goa District of the State of Goa, and which is more particularly described as Schedule I, and hereinafter referred as the SAID PROPERTY, for the sake of brevity.

WHEREAS theEntire/Larger Property, originally described under no. 20 at folio 21 of Book B10 new, was inscribed in favour of Mr. Crisna Podmonaba Naique and his wife Rucminibae alias Rucminibae Naique and Mr. Vassudev Naique and his wife Mrs. Comolobi Naquie alias Camalabae, under no. 40201 at folio 149 reverse of Book G43.

AND WHEREAS vide a Deed of Constitution of a Hindu Undivided Family, dated 19-01-1961, recorded at folio 17 to 20 reverse of Book 592, registered with the Notary of the Judicial Division of Bardez, Antonio Jose Joao Francisco Pinto de Menezes, the Said Mr. Crisna Podmonaba Naique and his wife Rucminibae alias Rucminibae Naique and Mr. Vassudeva Naique and his wife Camalabae, registered a Hindu Undivided

Family and agreed that all the assets and liabilities of the said parties would be that of the said Hindu Undivided Family, which included the SAID PROPERTY.

AND WHEREAS on the death of Mr. Crisna Podmonoba Naique, Mr. Vassudev Naique the surviving administrator of the Joint Family (Hindu Undivided Family) commenced an Inventory Proceeding, which took place in the third Office of the Civil Court of the Comarca of Bardez, which was finalized vide final order dated 27-06-1969, wherein one half of all the properties, forming part of the estate of the aforesaid Hindu Undivided Family, was taken up in the said inventory and allotted to the widow and moiety holder of the late Mr. Crisna Podmonoba Naique and his children, wherein one half of the Entire/Larger Property, which included one half of the Said Property was listed as item no. 1 and was allotted to a family member of the late Mr. Crisna Podmonoba Naique, while the other half of all the properties forming part of the estate of the said Hindu Undivided Family, in which the other half of the Entire/Larger Property, which included one half of the Said Property, came to belong to Mr. Vassudev Naique and his wife Mrs. Kamalabai Naik.

AND WHEREAS the said Vassudev Naique expired on 13-04-1983, at Siolim, leaving behind, his widow and moiety holder, Mrs. Comolobi Naquie and three children, namely, Ramesh Vassudev Naik alias Ramexa Naique, Sulabha Vasudev Naique alias Sulabha Naique and Srikant Vassudev Naik alias Sricanta Naique and the same is confirmed by the Deed of Succession dated 14-08-1986, drawn up in the Office of the Notary Ex-Officio of Bardez, at Mapusa, at page 57 reverse of Book 729.

AND WHEREAS subsequently, vide a Deed of Partition dated 29-06-2004, registered with the sub-registrar of Bardez, under

no. 1310 at 204 to 240 of Book No. I, Volume no. 1136, on 01-07-2004, executed between the families of the late Mr. Crisna Podmonoba Naique and late Vassudev Naik, namely, Mrs. Kamalabai V. Naik, wife of late Vassudev Naik, Mr. Ramesh V. Naik and his wife Mrs. Godavaribai R Naik, Mr. Srikanth V. Naik and his wife Mrs. Indirabai S. Naik, Mrs. Sulabha Amritrao Bhangui and her husband Mr. Amritrao Yeshwant Bhangui, Mr. Kanayalal N. Naik and his wife Mrs. Prafulla K. Naik, Mr. Sharad Kumar Naik and his wife Mrs. Savita S. Naik, Mr. Padmanabh K. Naik and his wife Mrs. Pushpalata P. Naik, Mrs. Pratibha S. Naik widow of Mr. Suresh K. Naik, Mr. Ameya S. Naik son of Mr. Suresh K. Naik and Miss. Anuja S. Naik daughter of Mr. Suresh K. Naik, the said parties, partitioned the estate of the late Mr. Crisna Podmonoba Naique and the late Vassudev Naik, amicably, by lots and meters and bounds, ignoring the allotment made in the Inventory Proceeding of Mr. Crisna Podmonoba Naique, in which partition the Entire/Larger Property admeasuring 2525 sq. mts., bearing survey no. 171/2 of Siolim Village, came to be allotted to Mr. Ramesh V. Naik and his wife Mrs. Godavaribai R. Naik alongwith one half of the building standing on a part of the said Entire/Larger Property, while the other half of only the building standing on a part of the said Entire/Larger Property, was allotted to Mr. Srikanth V. Naik and his wife Mrs. Indirabai S. Naik, which afore-referred building was not standing on the SAID PROPERTY, which SAID PROPERTY, is clear, vacant and unencumbered.

AND WHEREAS in order to have clarity of holdings and ownership, Mrs. Godavaribai R. Naik widow of late Mr. Ramesh V. Naik and her heirs namely, Mr. Ashok Ramesh Naik alias Ashish Ramesh Naik and his wife Mrs. Nora Naik alias Nora Ashok Naik and Mr. Vassudev Ramesh Naik alias Vishal Ramesh Naik as one part and Mr. Srikanth V. Naik and his wife Mrs. Indirabai S. Naik as the other part, executed another Deed

of Partition dated 18-06-2008, registered with the Sub-Registrar of Bardez, under no. 3385, at pages 59 to 77, of Book No. I, Volume No. 2660, on 25-06-2008, which was later rectified vide a Deed of Rectification dated 21-03-2013, registered with the Sub-registrar of Bardez, under Book -1 Document, bearing Registration No. BRZ-BK1-01808-2013, CD Number BRZD475, ON 03-04-2013, whereby the Said Property was established and confirmed to be exclusively that of Mrs. Godavaribai R. Naik, Mr. Ashok Ramesh Naik alias Ashish Ramesh Naik, Mrs. Nora Naik alias Nora Ashok Naik and Mr. Vassudev Ramesh Naik alias Vishal Ramesh Naik.

AND WHEREAS the Said Property was then partitioned by the OWNERS/VENDORS from the Entire/Larger Property bearing survey no. 171/2 of Siolim Village, getting the Said Property its present survey no. 171/2-A of Siolim Village, thus, the SAID PROPERTY, is a separate, independent, distinct property, admeasuring 1496 sq. mts., more clearly described in Schedule I below.

AND WHEREAS the present records of rights i.e. the Form I & XIV of the Said Property, bearing survey no. 171/2-A of Siolim Village, is standing exclusively in the names of the said Mrs. Godavaribai R. Naik, Mr. Ashok Ramesh Naik alias Ashish Ramesh Naik, Mrs. Nora Naik alias Nora Ashok Naik and Mr. Vassudev Ramesh Naik alias Vishal Ramesh Naik. .

AND WHEREAS OWNERS/VENDORS, are the sole, absolute and exclusive owners of the SAID PROPERTY and were also in exclusive possession of the same and there is no other person/s, who can prove a better title to the same.

AND WHEREAS the **BUILDER/SELLER/ PROMOTER** intend to develop the " SAID PROPERTY" as per the Scheme of

Development approved by the OWNERS/VENDORS and the on the "SAID PROPERTY " for construction of a Residential Buildings, for which the OWNERS/VENDORS and **BUILDER/SELLER/ PROMOTER** have entered into an Agreement for Development and Sale dated 19-01-2016, registered before the Notary Public, Adv. D.S.PETKAR, on 19-01-2016, Under Serial No. 1334/2016.

AND WHEREAS the **BUILDER/SELLER/ PROMOTER** is entitled and authorized [to construct buildings on the SAID PROPERTY](#) in accordance with the recitals stated herein above.

AND WHEREAS [the](#) **BUILDER/SELLER/ PROMOTER** are presently [in possession of the SAID PROPERTY](#) and the same is hereby confirmed by the OWNERS/VENDORS.

The entire project of “**K. B. ENCLAVE**” shall have a cluster of _____ **Residential Buildings** comprising of _____ Apartments, along with one reserved stilted car parking slot for each Apartment.

The PURCHASER/S/ALLOTEE/S has /have approached the **BUILDER/SELLER/ PROMOTER** after having seen and verified **all** documents pertaining to the title of the OWNERS/VENDORS and the **BUILDER/SELLER/PROMOTER**, all plans, layout, specifications and as well as the overall ‘Scheme of Development’ of the “SAID PROPERTY” for Allotment/purchase of a Residential Apartment, in “**K. B. ENCLAVE**” being constructed on the “SAID PROPERTY” in Building “....” (hereinafter referred to as the **SAID BUILDING**), situated on Floor and which Apartment is duly identified herein as Apartment No., having a Carpet area ofsq. mtrs, and a corresponding super builtup area of _____ sq. mts., along

with square metres of exclusive balcony/verandah/ passage area appurtenant to the carpet area for the exclusive use of the **PURCHASER/S/ALLOTEE/S** and along with one stilted Car Park, hereinafter referred to as the SAID APARTMENT more particularly described in **SCHEDULE NO. II** hereinafter written.

The Carpet Area of the SAID APARTMENT as defined under clause(K) of section 2 of the Said Act is sq mtrs.

The **BUILDER/SELLER/ PROMOTER** has appointed an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

The BUILDER/SELLER/ PROMOTER has registered the “K. B. ENCLAVE” under the provisions of the Real Estate (Regulation and Development) Act 2016 and the rules framed thereunder with the Real Estate Regulatory Authority under No:-, Authenticated copy is of the same is attached hereto.

The **BUILDER/SELLER/ PROMOTER** has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the **BUILDER/SELLER/ PROMOTER** accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

The **BUILDER/SELLER PROMOTER** by virtue of the Agreement for Development and Sale dated 19-01-2016 has sole and exclusive right to sell the Apartments in the said _____ Apartments in _____ buildings, including the SAID APARTMENT, to be constructed by the **BUILDER/SELLER/ PROMOTER** on the SAID PROPERTY and to enter into

Agreements with the Allotees/Purchasers of the Apartments and to receive the sale consideration in respect thereof.

The Scheme as averred herein above is the “Scheme of development” of the “SAID PROPERTY” as envisaged herein.

The **BUILDER/SELLER/ PROMOTER** as per their Scheme of Development is taking up the construction of a cluster of _____ residential Buildings, comprising of _____ Apartments, of which _____ apartments, in _____ buildings are of the absolute and exclusive ownership of the BUILDER/SELLER/PROMOTER, which includes the SAID APARTMENT/FLAT, while the rest of the Apartments are being constructed for the OWNERS/VENDORS, towards consideration for the SAID PROPERTY, in terms of the Agreement for Development and Sale dated 19-01-2016 as a part of its Development on the “SAID PROPERTY” as per the plan annexed hereto solely for the purpose of identification of the “Scheme of Development” and for that purpose has also obtained, the following permissions, namely,

Conversion Sanad issued by the Additional Collector North-Goa, dated _____, bearing No. _____, which are valid and subsisting.

Technical Clearance Order dated _____, issued by the Office of the Senior Town Planner, Mapusa, bearing No. _____ .

Construction License bearing No. _____, dated _____ , issued by the Village Panchayat of Siolim.

And whereas on demand from the PURCHASER/S /ALLOTEE/S, the **BUILDER/SELLER/ PROMOTER** has given inspection to the PURCHASER/S ALLOTEE/S of all the documents of title relating to the SAID PROPERTY and the plans, designs and specifications prepared by the

PROMOTER'S Architects _____ and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the SAID ACT") and the Rules and Regulations made thereunder, and the PURCHASER/S/ ALLOTEE/S has acknowledged the receipt of the same.

The authenticated copies of Certificate of Title issued by the Advocate/legal Practitioner of the **BUILDER/SELLER/ PROMOTER**, showing the nature of the title of the OWNERS/VENDORS **BUILDER/SELLER/ PROMOTER**, to the SAID PROPERTY on which the Apartments are to be constructed have been **annexed hereto**.

The authenticated copies of the plans of the Layout as proposed by the **BUILDER/SELLER/ PROMOTER and** as approved by the Village Panchayat of Siolimand according to which the construction of the buildings and open spaces are proposed to be provided for on the SAID PROPERTY have been annexed hereto.

And whereas the authenticated copies of the plans and specifications of the SAID APARTMENT/FLAT agreed to be purchased by the PURCHASER/S/ALLOTEE/S, as sanctioned and approved by the Village Panchayat of Siolim forms a part of this Agreement.

While sanctioning the said plans concerned competent authorities and/or Government has laid down certain terms conditions, stipulations and restrictions which are to be observed and performed by the BUILDER/SELLER/ PROMOTER while developing the SAID PROPERTY and the buildings constructed thereon and upon due observance and performance of which only the completion or occupancy

Certificate in respect of the said building/s shall be granted by the concerned competent authority.

The **BUILDER/SELLER/ PROMOTER** has accordingly commenced construction of the said buildings which are been constructed on the SAID PROPERTY in accordance with the said proposed plans.

The BUILDER/SELLER/ PROMOTER and the PURCHASER/S/ALLOTEE/S 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.

Besides, in the scheme of things the BUILDER/SELLER/ PROMOTER shall construct a “**SWIMMING POOL/_____**” hereinafter which shall ultimately be transferred in the name of the SOCIETY/ENTITY/ GENERAL SOCIETY/MAINTAINANCE SOCIETY for the beneficial use and enjoyment of all the Apartment Purchasers in the Said Complex “**K.B. ENCLAVE**”.

In Accordance with the terms and conditions set out in this Agreement, the BUILDER/SELLER/ PROMOTER hereby agrees to **allot/sell** the SAID APARTMENT inclusive of one stilted Car Park to the PURCHASER/S/ALLOTEE/S for a sum of/- (**Rupees.....**) (along with a copy of the Occupancy Certificate in respect of the SAID BUILDING including the SAID APARTMENT therein) and the PURCHASER/S/ALLOTEE/S hereby agrees to purchase the SAID APARTMENT on the condition that the

PURCHASER/S/ALLOTEE/S will bind himself/themselves under the terms and conditions of this Agreement for the purchase of the SAID APARTMENT, more particularly described in **SCHEDULE II, hereinafter.**

The PURCHASER/S/ALLOTEE/S has/have agreed to pay the above said sum of/- (**Rupees**) for the **purchase** of the SAID APARTMENT as per the Mode of payment prescribed in SCHEDULE No. III hereinafter written.

THAT The PURCHASER/S /ALLOTEE/S herein clearly understand/s and agree/s that construction of the residential buildings with value added features as stated hereinabove shall constitute the over all development of the “SAID PROPERTY” as a single entity viz **““K.B. ENCLAVE”**”, which interalia includes facilities such as **Club House, swimming pool, compound wall, children’s play area, garden, planned and regulated entry and exit etc** to the “SAID PROPERTY” for the ultimate beneficial use and enjoyment of the said facilities to all the apartment/flat purchasers under the scheme of development

And whereas, under section 13 of the SAID ACT the BUILDER/SELLER/ PROMOTER is required to execute a written Agreement for sale of SAID APARTMENT with the PURCHASER/S/ALLOTEE/S, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, BUILDER/SELLER/ PROMOTER hereby agrees to sell and the PURCHASER/S/ALLOTEE/S hereby agrees to purchase the SAID APARTMENT/FLAT, while the OWNERS/VENDORS shall transfer the rights in the SAID PROEPRTY to the

SOCIETY/ENTITTY/GENERAL SOCIETY/ INDIVIDUAL
APARTMENT purchasers in the proportion of their holding in
the SAID PROPERTY.

**NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION
AND SALE WITNESSES AS UNDER:**

I. PREMISES:

- (a) The BUILDER/SELLER/ PROMOTER shall construct the SAID BUILDING consisting of No of basement and ground/stilt/ /_____ podiums, and floors on the “SAID PROPERTY” in accordance with the plans, designs and specifications as approved by the concerned competent authorities from time to time provided that the BUILDER/SELLER/ PROMOTER shall have to obtain prior consent in writing of the PURCHASER/S/ALLOTEE/S in respect of variations or modifications which may adversely affect the SAID APARTMENT of the PURCHASER/S/ALLOTEE/S except any alteration or addition required by any Government authorities or due to change in law.
- (b) The PURCHASER/S/ALLOTEE/S having approached the BUILDER/SELLER/ PROMOTER hereby agrees to purchase and acquire the SAID APARTMENT inclusive of one stilted Car Park, as per the Scheme of development and the BUILDER/SELLER/ PROMOTER hereby agrees to sell and transfer to the PURCHASER/S/ALLOTEE/S the SAID APARTMENT as per the Scheme of development, having a carpet area approximately sq. mtrs. along with square metres of exclusive carpet area of balcony/verandah/ passage for the exclusive use of the PURCHASER/S/ALLOTEE/S and along with one stilted Car Park as shown in the floor plan hereto annexed, for a sum consideration of Rswhich 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 which are more particularly described in Schedule annexed herewith exclusive of applicable taxes, duties, levies, fees, GST levies etc., due and payable (till the time of handing over of the possession of the SAID APARTMENT) in accordance with the mode of payment as stipulated in SCHEDULE-III appended to this Agreement.

The total Aggregate consideration amount for the SAID APARTMENT including one car park is thus Rs

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

- (d) The BUILDER/SELLER/PROMOTER warrants that:

- i) They have rights and possession of the SAID PROPERTY and the individual Apartments constructed thereon at **“K. B. ENCLAVE”**.
- ii) The “SAID APARTMENT” shall conform to the Standard Specifications detailed in SCHEDULE-IV of this Agreement.

- e) The **BUILDER/SELLER/PROMOTER** shall confirm the final carpet area that has been allotted to the PURCHASER/S/ALLOTEE/S after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of four percent. The total price payable for the carpet area shall be recalculated upon confirmation by the **BUILDER/SELLER/PROMOTER**. If there is any reduction in the carpet area within the defined limit then **BUILDER/SELLER/PROMOTER** shall refund the excess money paid by PURCHASER/S/ALLOTEE/S within forty-five days with annual interest at the rate specified in the **rules**, from the date when such an excess amount was paid by the PURCHASER/S/ALLOTEE/S. If there is any increase in the carpet area allotted to PURCHASER/S/ALLOTEE/S, the **BUILDER/SELLER/ PROMOTER** shall demand additional amount from the PURCHASER/S/ALLOTEE/S as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(b) of this Agreement.
- f) The PURCHASER/S/ALLOTEE/S authorizes the **BUILDER/SELLER/ PROMOTER** to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the **BUILDER/SELLER/PROMOTER** may in its sole discretion deem fit and the PURCHASER/S/ALLOTEE/S undertakes not to object/demand/ /direct the **BUILDER/SELLER/PROMOTER** to adjust his payments in any manner.
- g) **The BUILDER/SELLER/PROMOTER** may allow, in its sole discretion, a rebate for early payments of equal installments

payable by thePURCHASER/S/ALLOTEE/S on such terms and conditions as the parties mutually agreed the provision for allowing rebate and such rebate shall not be subject to any revision/withdrawal, once granted to anPURCHASER/S/ALLOTEE/Sby the **BUILDER/SELLER/PROMOTER**

II. CONSIDERATION:

- (a) In consideration of the purchase of the SAID APARTMENT inclusive of the Stilted Car Park denoted under No as shown on the plan annexed to this Agreement, the PURCHASER/S/ALLOTEE/S agree/s to pay a sum of **Rs**exclusive of applicable taxes such as GST, duties, levies, fees, deposits etc., specified in clause III, hereinafter written but includes infrastructure taxand as per the mode of payment specified in SCHEDULE No. III to be in line with the progress of construction provided therein.
- (b) A sum of Rs/- will be kept as an Earnest Money Deposit (EMD) Component.
- (c) Time is essence for the BUILDER/SELLER/PROMOTER as well as the PURCHASER/S/ALLOTEE/S. The BUILDER/SELLER/PROMOTER shall abide by the time schedule for completing the project and handing over the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S and the common areas to the association of the PURCHASER/S/ALLOTEE/S after receiving the occupancy certificate or the completion certificate or both, as the case may be subject to all the Purchasers/ Allotees having paid all the consideration and other sums due and payable to the BUILDER/SELLER/PROMOTER as per the Agreement. Similarly, the PURCHASER/S/ALLOTEE/S shall make timely payments of the installment and other dues payable by him/ /her and meeting the other obligations under the Agreement

subject to the simultaneous completion of construction by the BUILDER/SELLER/PROMOTER as provided in the Payment Schedule.

(d) **The BUILDER/SELLER/ PROMOTER** declares that the Floor Area Ratio (F.A.R) available as on date in respect of the SAID PROPERTY is and the BUILDER/SELLER/PROMOTER has currently planned to utilize and has disclosed F.A.R of as proposed to be utilized by him and PURCHASER/S ALLOTEE/S have agreed to purchase the SAID APARTMENT based on the proposed construction and sale of apartments to be carried out by the **BUILDER/SELLER/ PROMOTER** by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to **BUILDER/SELLER/ PROMOTER** only.

(e) The PURCHASER/S/ALLOTEE/S agrees to pay to the **BUILDER/SELLER/PROMOTER** interest as specified, on all the delayed payment which become due and payable by the PURCHASER/S/ALLOTEE/S to the BUILDER/SELLER/PROMOTER under the terms of this Agreement from the date the said amount is payable by the PURCHASER/S/ALLOTEE/S to the BUILDER/SELLER/PROMOTER. Without prejudice to the right of BUILDER/SELLER/PROMOTER to charge interest on the delayed payment on the PURCHASER/S/ALLOTEE/S committing default in payment on due date of any amount due and payable by the PURCHASER/S/ALLOTEE/S to the **BUILDER/SELLER/PROMOTER** under this Agreement (including his/her proportionate share of taxes and other outgoings) and **on the** PURCHASER/S/ALLOTEE/S committing three defaults in payment of any of the installments in SCHEDULE No. III on their respective due dates, time being

the essence of this Agreement, and/or in observing and performing any of the terms and conditions of this Agreement, the **BUILDER/SELLER/PROMOTER** shall without prejudice to the other rights reserved, be at liberty to terminate this Agreement. Provided the **BUILDER/SELLER/PROMOTER** shall give a prior written notice of fifteen days by Registered Post AD at the address provided by the PURCHASER/S/ALLOTEE/S or mail at the e-mail address provided by **the** PURCHASER/S/ALLOTEE/S of his/her/their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the PURCHASER/S/ALLOTEE/S fails to rectify the breach or breaches mentioned by the PURCHASER/S/ALLOTEE/S within the period of notice then at the end of such notice period, BUILDER/SELLER/PROMOTER shall be entitled to terminate this Agreement.

The BUILDER/SELLER/PROMOTER shall, however, on such termination, refund to the PURCHASER/S/ALLOTEE/S (subject to adjustment and recovery of any agreed amount such as EMD component of **Rs...../-** but without any further amount by way of interest or otherwise) **within a period of 60 days, amounts** which may have till then been paid by the PURCHASER/S/ALLOTEE/S to the BUILDER/SELLER/PROMOTER and the BUILDER/SELLER/PROMOTER shall not be liable to pay to the PURCHASER/S/ALLOTEE/S any interest on the amount so refunded.

- (e) On the BUILDER/SELLER/PROMOTER terminating this Agreement under this clause, the BUILDER/SELLER/PROMOTER shall be at liberty to allot, sell and dispose of the SAID APARTMENT to any other person/s of

its choice as the BUILDER/SELLER/PROMOTER deem fit, and for such consideration as the BUILDER/SELLER/PROMOTER may determine and the PURCHASER/S/ALLOTEE/S shall not be entitled to question this act of the BUILDER/SELLER/PROMOTER or to claim any amount from the BUILDER/SELLER/PROMOTER by way of compensation or otherwise.

(f) The **BUILDER/SELLER/PROMOTER** shall have control over the SAID APARTMENT being the owner thereof till such time the payment of the entire amount which the PURCHASER/S/ALLOTEE/Sis/are or may be found liable to pay to the **BUILDER/SELLER/PROMOTER** under the terms and conditions of this Agreement is realized.

(g) The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or its equivalent or price range (if unbranded) to be provided by the **BUILDER/SELLER/PROMOTER** in the SAID BUILDING and the SAID APARTMENT as are set out in Annexure annexed hereto.

III. DELIVERY, USE AND MAINTENANCE OF THE SAID APARTMENT:

(a) The BUILDER/SELLER/PROMOTER hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned competent authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S, obtain from the concerned competent authority occupancy and/or completion certificates in respect of the SAID APARTMENT. The BUILDER/SELLER/PROMOTER shall give possession of the

SAID APARTMENT for use and occupation to the PURCHASER/S/ALLOTEE/S on or before _____ day of _____ 20____ PROVIDED,

- i) The full consideration and all the amounts due and payable by the PURCHASER/S/ALLOTEE/S under this Agreement have been paid by the PURCHASER/S/ALLOTEE/S to the BUILDER/SELLER/PROMOTER promptly.
 - ii) The PURCHASER/S/ALLOTEE/S signs and executes all applications and documents required for the formation of the SOCIETY/ ENTITY/ GENERAL SOCIETY as may be decided by the BUILDER/SELLER/PROMOTER in his capacity as a CHIEF PROMOTER as envisaged hereinafter under this Agreement.
- (b) The BUILDER/SELLER/PROMOTER shall upon receipt of the requisite Occupancy Certificate and payment made by the PURCHASER/S/ALLOTEE/S as per the Agreement by a notice in writing intimate the PURCHASER/S/ALLOTEE/S, to take delivery and possession of the SAID APARTMENT within **30 days** from the date of receipt of such notice and the BUILDER/SELLER/PROMOTER shall give possession of the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S failing which the PURCHASER/S/ALLOTEE/S shall be deemed to have taken possession and delivery of the SAID APARTMENT. The BUILDER/SELLER/PROMOTER agrees and undertakes to indemnify the PURCHASER/S/ALLOTEE/S in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the BUILDER/SELLER/PROMOTER.
- c) Upon receiving a written intimation from the BUILDER/SELLER/PROMOTER the PURCHASER/S/ALLOTEE/S shall take possession of the SAID APARTMENT from the BUILDER/SELLER/PROMOTER by paying all amounts executing necessary indemnities,

undertakings and such other documentation as specified as per the Agreement within **30 days** of the written notice/intimation from the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/ intimating that the SAID APARTMENT is ready for use and occupancy and the BUILDER/SELLER/PROMOTER shall give possession of the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S.

The PURCHASER/S/ALLOTEE/S agrees to pay the maintenance charges as determined by the BUILDER/SELLER/PROMOTER or the SOCIETY/ENTITY/GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY as the case may be.

In case the PURCHASER/S/ALLOTEE/S fails to take possession within **30 days** of the written notice/intimation from the BUILDER/SELLER/PROMOTER, then the PURCHASER/S/ALLOTEE/S shall continue to be liable to pay maintenance charges as applicable including all Government rates, taxes, charges, interest on delay and all other outgoing and expenses of and incidental to the management and maintenance of the said Project “K. B. ENCLAVE” and the buildings constructed thereon.

The responsibility / liability for maintenance of the SAID APARTMENT in “**K. B. ENCLAVE**” shall be of the respective purchasers and also the maintenance cost proportionate to the extent of the **carpet area** of the Apartments towards the common amenities provided in “**K. B. ENCLAVE**” shall solely be that of the respective Purchaser/s.

- d) The BUILDER/SELLER/PROMOTER upon giving the intimation as stated above, shall be deemed to have completed the SAID APARTMENT in accordance with the Agreement in all aspect and shall not be responsible in any manner whatsoever, if the

PURCHASER/S/ALLOTEE/S delay/s taking delivery of the SAID APARTMENT.

- e) The BUILDER/SELLER/PROMOTER shall not incur any liability if they are unable to deliver possession of the SAID APARTMENT by the date stipulated in Clause No.II (a) hereinabove if the completion is delayed for reason of war, civil commotion or any act of God or if non- delivery of possession arising out of or as a result of any notice, order, rule or notification/ approval of the Government, agitation or any other Public or Competent Authority, and Court or for any other reason beyond the control of BUILDER/SELLER/PROMOTER and in any of the aforesaid events the BUILDER/SELLER/PROMOTER shall be entitled to an extension of time corresponding to the extent of the length of such event for delivery of possession of the SAID APARTMENT.
- f) If the BUILDER/SELLER/PROMOTER fails to abide by the time schedule for completing the project and handing over the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S, the BUILDER/SELLER/PROMOTER agrees to pay to the PURCHASER/S/ALLOTEE/S, who does not intend to withdraw from the project, interest as specified, in the rules on all the amounts paid by the PURCHASER/S/ALLOTEE/S, for every month of delay, till the handing over of the possession.
- g) If for reasons other than those in clause No. II (e) above, the BUILDER/SELLER/PROMOTER is unable to or fails or neglects to give possession of the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S within the date specified in Clause No.II (a) above, or within any further date or dates agreed to by and between the parties hereto, then and in such case, the PURCHASER/S/ALLOTEE/S shall be entitled to give notice to the BUILDER/SELLER/PROMOTER terminating the Agreement, in which event, the BUILDER/SELLER/PROMOTER shall on

demand refund to the PURCHASER/S/ALLOTEE/S the amounts already received by him/her/them in respect of the SAID APARTMENT **with interest as specified in the rule** from the date of receipt of each amount till repayment.

h) The BUILDER/SELLER/PROMOTER shall also pay to the PURCHASER/S/ALLOTEE/S by way of liquidated damages in respect of such termination an amount of Rs.25,000/- as a full and final claim. Neither party shall have any other claim/s or reliefs including the claims on the basis of mental agony or otherwise against the other in respect of the non- delivery of the SAID APARTMENT or arising out of this Agreement and the BUILDER/SELLER/PROMOTER shall be at liberty to allot, sell and dispose off the SAID APARTMENT to any other person/s for such consideration and upon such terms and conditions as the BUILDER/SELLER/PROMOTER may deem fit.

(i) The PURCHASER/S/ALLOTEE/S shall use the SAID APARTMENT or any part thereof for the purpose of residence or for any purpose which is permissible as per the prevailing laws. The PURCHASER/S/ALLOTEE/S shall not carry out any acts or activities which are obnoxious, anti-social, illegal or prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the other Apartment Purchaser/s in the said Complex **“K. B. ENCLAVE”**. In case the ALLOTEE/S desires to let out the SAID APARTMENT on rent/lease, then in such event the PURCHASER/S/ALLOTEE/S shall fulfill all requirements as per law in force as applicable for leasing out premises including obtaining permission from the Police Department. The PURCHASER/S/ALLOTEE/S shall indemnify the BUILDER/SELLER/PROMOTER of any consequences arising out of such event. The number of people accommodated shall not exceed the norms specified by the authorities. The said tenant shall behave in such manner which

is not obnoxious, anti-social, illegal or prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the other Apartment Purchaser/s in the said Complex **“K. B. ENCLAVE”**.

- (k) The PURCHASER/S/ALLOTEE/S shall not transfer, assign or part with their interest or benefit factor of this Agreement or receive possession of the SAID APARTMENT or parking area/slot until all the dues payable by them to the BUILDER/SELLER/PROMOTER under this Agreement are fully paid up and that too only if the PURCHASER/S/ALLOTEE/S have not been guilty of breach or non-observance of any of the terms and/ or conditions of this Agreement and until they obtain/s the previous consent in writing of the BUILDER/SELLER/PROMOTER.

IV. DEFECTS/ DEFICIENCY – EXTENT OF COVERAGE:

- (a) If within a period of five years from the date of handing over the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S, the PURCHASER/S/ALLOTEE/S brings to the notice of the **BUILDER/SELLER/PROMOTER** any structural defect in the SAID APARTMENT or the SAID 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 **BUILDER/SELLER/PROMOTER** at his own cost and in case it is not possible to rectify such defects, then the PURCHASER/S/ALLOTEE/S shall be entitled to receive from the **BUILDER/SELLER/PROMOTER**, compensation for such defect in the manner as provided under the Act. In case the PURCHASER/S/ALLOTEE/S carry out any work within the SAID APARTMENT after taking possession resulting in cracks and dampness or any other defect within or to the

adjoining Apartment/s then in such an event the **BUILDER/SELLER/PROMOTER** shall not be liable to rectify or pay compensation but the **BUILDER/SELLER/PROMOTER** may offer services to rectify such defects with nominal charges. Hairline cracks and dampness caused due to settlement, humidity, variations in temperature, electrical conduits etc cannot be considered as defective work.

- (b) The **BUILDER/SELLER/PROMOTER** shall not be responsible for absorption of certain colour pigments resulting in stains by vitrified tiles and consequently the PURCHASER/S/ALLOTEE/S are advised to avoid spillage of colour pigment, turmeric, Vermillion Powder etc on tiles.
- (c) 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 SAID APARTMENT shall equally be applicable to and enforceable against any subsequent Allottee/s. In case of a transfer, as the said obligation go along with SAID APARTMENT for all intents and purposes.
- (d) The PURCHASER/S/ALLOTEE/S himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the **BUILDER/SELLER/PROMOTER** as follows :
 - i) The PURCHASER/S/ALLOTEE/S shall from the date of possession maintain the SAID APARTMENT, the walls, partitions walls, sewers, drains, pipes and appurtenances thereto, at their cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the SAID APARTMENT or to the SAID BUILDING in which

the SAID APARTMENT is situated and/or common passages, or the compound which may be against the conditions or rules or bye-laws of the Village Panchayat or any other Authority or change/alter or make addition in or to the 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 and shall attend to and answer and will be responsible for all actions and violation of any such conditions or rules or bye-laws.

- 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 SAID 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 SAID BUILDING in which the SAID APARTMENT is situated, including entrances of the SAID BUILDING in which the SAID APARTMENT is situated and in case any damage is caused to the SAID BUILDING in which the SAID APARTMENT is situated or the SAID APARTMENT on account of negligence or default of the PURCHASER/S/ALLOTEE/Sin this behalf, the PURCHASER/S/ALLOTEE/Sshall be liable for the consequences of the breach.
- (II) 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 BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/Sand shall not do or suffer to be done anything in or to the SAID 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 PURCHASER/S/ALLOTEE/S committing any act in contravention of the above provision, the PURCHASER/S/ALLOTEE/S shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv) Not to demolish or cause to be demolished the 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 SAID 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 tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the SAID 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 BUILDER/SELLER/PROMOTER and/or the Society or the Association.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the SAID 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 project land and the building in which the SAID APARTMENT is situated.

- vii) The PURCHASER/S/ALLOTEE/S shall permit the BUILDER/SELLER/PROMOTER and their surveyors and agents, with or without workmen and other persons at all reasonable times to enter into and upon the SAID APARTMENT or any part thereof at all reasonable times to view and examine the state and conditions thereof and the PURCHASER/S/ALLOTEE/S shall consent, within three days of the BUILDER/SELLER/PROMOTER giving a notice in writing to the PURCHASER/S/ALLOTEE/S, to that effect, to attend to all defects, decay and requirements of repair, and also for the purpose of repairing any part of the building and for the purpose of making repairs, maintaining, re-building, cleaning, lighting and keeping in order and conditions all the services, drains, pipes, cables, water courses, gutters, wires, partition walls or structure or other conveniences belonging to or serving or used for the SAID BUILDING, and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric and communication wires and cable and for similar other purposes and for all other purposes contemplated by and under this Agreement.
- viii) The PURCHASER/S/ALLOTEE/S shall observe and perform all the Rules and Regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules , Regulations and Bye-laws for the time being of the concerned local authority and of Government

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

V. ALLOTMENT OF CAR PARKING AREA/SLOT:

- a) The PURCHASER/S/ALLOTEE/S along with the SAID APARTMENT has been allotted the Stilted Car Park denoted under **No.....** as shown on the plan annexed to this Agreement.
- b) During the subsequent sale of the SAID APARTMENT by the PURCHASER/S/ALLOTEE/S the same shall be along with the car park so far in relation to the subsequent Purchaser/s of this SAID APARTMENT wherein the BUILDER/SELLER/PROMOTER is going to be a Confirming Party alongwith the SOCIETY/ ENTITY/ GENERAL SOCIETY.
- (c) The PURCHASER/S/ALLOTEE/S to whom the stilted car parking area/slot is provided by the BUILDER/SELLER/PROMOTER agrees and undertakes not to sub-let or alienate or create any kind of interest, to any other person of the Stilted Car Parking slot independently of the SAID APARTMENT owned by the PURCHASER/S/ALLOTEE/S. The PURCHASER/S/ALLOTEE/S agree/s and undertakes not to enclose or put any barricades in any manner in respect of the stilted car parking area/ slot as stated hereinabove. Any damage to the structure or supporting columns of the stilted

car parking area/slot while parking the car, if caused, shall be rectified at his own cost by the PURCHASER/S/ALLOTEE/S to the satisfaction of the BUILDER/SELLER/PROMOTER.

VI. TAXES AND OUTGOINGS:

(a) All applicable taxes, development/betterment charges or deposits including, **G.S.T.** shall be payable by the PURCHASER/S/ALLOTEE/S. G.S.T. levied shall be payable by the PURCHASER/S/ALLOTEE/S as per the stipulated percentage of the sale consideration as applicable

From the date of taking over possession of the SAID APARTMENT the PURCHASER/S/ALLOTEE/S shall be liable to pay the house tax and all other taxes, charges, assessments, levies etc by whatever name called. The BUILDER/SELLER/PROMOTER shall not be responsible for any default in payment of such taxes thereafter.

b) Within 30 days after notice in writing is given by the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S that the SAID APARTMENT is ready for use and occupancy, the PURCHASER/S/ALLOTEE/S shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the SAID APARTMENT) of outgoings such as local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, caretaker, sweepers and all other expenses necessary and incidental to the management and maintenance of the project "K. B. ENCLAVE".

VII. VARIATION IN PLANS:

- (a) The BUILDER/SELLER/PROMOTER shall have to obtain prior consent in writing of the PURCHASER/S/ALLOTEE/S in respect of variations or modifications which may adversely affect the SAID APARTMENT of the PURCHASER/S/ALLOTEE/S except any alteration or addition required by any Government authorities or due to change in law.
- (b) Under no circumstances the PURCHASER/S/ALLOTEE/S shall be permitted to make any structural changes or any other change in the SAID APARTMENT nor any such request shall be entertained from the PURCHASER/S/ALLOTEE.. In the event the PURCHASER/S/ALLOTEE/S desire/s to make any changes or additions within the SAID APARTMENT to the Standard Specifications detailed in SCHEDULE No.IV hereafter written, subject to the overall approval of the authorities concerned, than in such an event the BUILDER/SELLER/PROMOTER shall not be responsible for the functional effectiveness and efficacy of the extra item of work.
- (c) The BUILDER/SELLER/PROMOTER shall be entitled to seek revision of plans, of the building, without the requirement of consent from the PURCHASER/S/ALLOTEE/S, if such revision is legally permissible and provided the said revision does not effect the said Apartment in any manner.

VII. FORMATION OF ENTITY:

- a) **The BUILDER/SELLER/PROMOTER** shall form an ASSOCIATION/ ENTITY within 3 months from the date on

which at least 51 per cent of the total number of allottees in the project K. B. ENCLAVE have taken possession of their Apartment. Upon realization by the BUILDER/SELLER/PROMOTER of the full payment of the amounts due and payable to them by all the Purchasers of all the Apartments in the SAID PROPERTY, the BUILDER/SELLER/PROMOTER shall facilitate the PURCHASER/S/ALLOTEE/S along with other allottee(s) in his capacity as CHIEF PROMOTER (being Owner / Promoter of the SAID PROPERTY in forming and registering an Apex Body in the form of SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY and the PURCHASER/S/ALLOTEE/S along with the other Allottee/s of Apartments shall join in forming and registering the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY to be known by such name as the BUILDER/SELLER/PROMOTER may decide for owning and/or maintaining the SAID PROPERTY /Developed Area and in getting conveyed the "SAID PROPERTY" in the name of the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY within 3 months of obtaining Occupancy Certificate for the final phase of the development or alternatively in the event the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY is not formed, agree to get conveyed the undivided impartible and proportionate share in the SAID PROPERTY corresponding to the extent of the holdings of the respective Apartment proportionate to the carpet up area in the names of all the Purchasers and further assist in the formation of GENERAL SOCIETY for the purpose of maintenance/ upkeep of the Buildings and Complex in the SAID PROPERTY and for this purpose the PURCHASER/S/ALLOTEE/S shall from time to time sign and execute the application for registration and/or

membership and the other papers and documents necessary for the formation and registration of the SOCIETY/ENTITY/GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the BUILDER/SELLER/PROMOTER within seven days of the same being forwarded by the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S, so as to enable the BUILDER/SELLER/PROMOTER to register the common organization of the Allottees. No objection shall be taken by the PURCHASER/S/ALLOTEE/S, if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- b) The PURCHASER/S/ALLOTEE/S at the time of taking over of the possession of the SAID APARTMENT shall deposit with the BUILDER/SELLER/PROMOTER the amount corresponding to the Stamp duty and Registration charges as applicable for the execution of the Deed of Sale at the time of the handing over of the possession of the SAID APARTMENT as also towards Drafting and finalization of the Deed of Sale and towards legal expenses and Advocates fees to enable the BUILDER/SELLER/PROMOTER to finalize the Deed of Sale as and when deemed fit. It is however clearly understood that in case of there being any difference in the Stamp duty and registration charges, the difference in the same shall be payable/refundable by/to the PURCHASER/S/ALLOTEE/S.
- (c) The PURCHASER/S/ALLOTEE/S and the person/s to whom the SAID APARTMENT is /are let, sub-let, transferred, assigned or given in possession of, shall be governed by and

shall observe and comply with all the bye-laws, rules and regulations that may be laid down by the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY as may be applicable from time to time (as and when formed).

- (d) The PURCHASER/S/ALLOTEE/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 BUILDER/SELLER/PROMOTER and of the other Apartment purchasers in **“K. B. ENCLAVE”** Complex.
- e) In the event a SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY is formed and/or registered well before the completion of all the Buildings in **“K. B. ENCLAVE”** COMPLEX, i.e., well before the completion of the Scheme of Development, the SOCIETY /ENTITY/ GENERAL SOCIETY and the ALLOTEE/S together with other Apartment purchasers shall be subject to the overall authority and control of the BUILDER/SELLER/PROMOTER in respect of any matter concerning the SAID PROPERTY or the SAID APARTMENT or the said COMPLEX **“K. B. ENCLAVE”** or this Agreement.
- f) The BUILDER/SELLER/PROMOTER shall be in absolute control of unsold Apartments in **“K. B. ENCLAVE”** COMPLEX.
- g) All papers pertaining to the admission to the SOCIETY/ ENTITY/ GENERAL SOCIETY and the rules and regulations thereof as also all the necessary Deed / Deeds of Conveyance including the subsequent sale if any, till such time the admission is taken to the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY shall be

prepared by the Advocate of the
BUILDER/SELLER/PROMOTER.

- h) The PURCHASER/S/ALLOTEE/S shall pay to the BUILDER/SELLER/PROMOTER their proportionate share for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at Law/Advocates of the BUILDER/SELLER/PROMOTER in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws.

**IX. UPKEEP OF COMMON AMENITIES AND EXPENDITURE
RELATING THERETO**

- (a) It is clearly agreed and understood that the responsibility / liability with respect to the common amenities of **“K. B. ENCLAVE”** is exclusively that of the Purchaser/s (including the PURCHASER/S/ALLOTEE/S herein) of various premises in **“K. B. ENCLAVE”** and or the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY.
- (b) The PURCHASER/S/ALLOTEE/S of Apartment shall deposit with the BUILDER/SELLER/PROMOTER as under;
- i) **Rs.**_____-/- as initial deposit towards defraying the expenses as referred to in Clause IX (c) herein below
- ii) **Rs.**_____-/- as membership of the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY
- c) The PURCHASER/S/ALLOTEE/S agree/s and bind/s himself/ themselves to contribute to the BUILDER/SELLER/PROMOTER such amount as may be decided by the BUILDER/SELLER/PROMOTER till the formation of the SOCIETY/ENTITY/ GENERAL

SOCIETY/ASSOCIATION/LIMITED COMPANY and furthermore to the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY such amount as may be decided by the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY after its formation as the case may be for the upkeep / governance and proper maintenance of the “SAID PROPERTY” and the buildings including the maintenance of common lights, water charges, watchman’s remuneration, maintenance of open spaces garden, lift and caretaker’s salary etc irrespective of the use of these value additions by the owners of the Apartments. The obligation to pay shall start within 30 days after notice in writing is given by the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S that the SAID APARTMENT is ready for use and occupancy. The BUILDER/SELLER/PROMOTER or the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY as the case may be, depending upon the circumstances, shall be empowered to delete from or add any item for better governance of the SAID PROPERTY as they may deem fit and proper depending upon the exigencies of the situation from time to time.

- (d) Provided, further, the PURCHASER/S/ALLOTEE/S within 30 days after notice in writing is given by the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S that the SAID APARTMENT is ready for use and occupancy shall be required to pay to the BUILDER/SELLER/PROMOTER maintenance charges of Rs/- (Rupees Only) per quarter, due and payable in advance by the 5th of every quarter, along with the GST charges levied by the competent

authorities being the obligatory maintenance, charges and expenses of the PURCHASER/S/ALLOTEE/S share towards expenses incurred or and to be incurred in terms of Clause IX(c) referred hereinabove. At the time of handing over of the possession of the SAID APARTMENT maintenance charges pertaining to two quarters will be collected in advance.

It is further agreed by and between the Parties herein that the BUILDER/SELLER/PROMOTER shall operate a separate account (S.B./Current Account) in a Nationalized Bank in respect of the aforesaid funds under clause IX as stated hereinabove which shall be operated solely by the BUILDER/SELLER/PROMOTER in Trust till such time the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY is formed and shall utilize the amounts only for the purpose for which they have been received.

- (e) The Maintenance charges levied and collected at a prescribed rate as envisaged in clause IX (d) above from the Purchasers including the PURCHASER/S/ALLOTEE/S herein shall also be put into the aforesaid account in order to facilitate the BUILDER/SELLER/PROMOTER to operate and effect payment towards maintenance/upkeep as and when required till such time the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY is formed as stated hereinabove.
- (f) The BUILDER/SELLER/PROMOTER shall invest the surplus funds, if any and if available, in the form of fixed Deposits in a Nationalized Bank only and the interest accrued thereon as per the prevailing rate at that time shall be ploughed back into the separate and exclusive account in Trust maintained for this purpose as stated herein above.

- (f) The BUILDER/SELLER/PROMOTER hereby agree, undertake and bind themselves to transfer the Funds available in the aforesaid account (F.D. Account) along with the interest accrued thereon from time to time after the formation of the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY, as the case may be as per the balance amount remaining in the Banker's record alongwith an audited statement of account.
- (g) The BUILDER/SELLER/PROMOTER also hereby agree to handover the balance amount with him as stated in Clause IX (d) maintained in the S.B./Current Account after deductions, if any, after the formation of the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY.

X. DISCLAIMER:

- (a) It is hereby declared by both the Parties herein that after the formation of the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY and the transfer of funds as envisaged in Clause IX (g) the PURCHASER/S/ALLOTEE/S and/or the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY shall alone be liable to pay all the aforementioned expenses, charges, dues, taxes, levies, statutory or otherwise, by whatever name called and the maintenance of K. B. ENCLAVE Complex. The BUILDER/SELLER/PROMOTER shall not be responsible for any default in payment of such payments thereafter, vicariously or otherwise.
- (b) It is clearly agreed and understood by the PURCHASER/S/ALLOTEE/S that the BUILDER/SELLER/PROMOTER's responsibility during the

above period till such time the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY is formed shall only be to the extent of payment of the above expenses only and the BUILDER/SELLER/PROMOTER shall not be held responsible for any accidents or thefts occurring within the precincts of **“K. B. ENCLAVE”** Complex.

XI. INCREASE IN MAINTENANCE DEPOSIT ETC.

If the BUILDER/SELLER/PROMOTER till such time the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY is formed and the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY after its formation, is of the opinion that the amount fixed hereinabove will not be sufficient for proper governance and upkeep of the “SAID PROPERTY” **“K. B. ENCLAVE”** Complex) including the Buildings thereon, then in such a situation the BUILDER/SELLER/PROMOTER and/or the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY (as the case may be) shall have the power to increase the maintenance deposit with prior intimation to the PURCHASER/S/ALLOTEE/S and the PURCHASER/S/ALLOTEE/shall pay the same within 15 days from the date of such intimation and monthly recurring obligatory maintenance charges thereafter as per the revised rate and the decision of the BUILDER/SELLER/PROMOTER and/or SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY in this regard as the case may be shall be final, conclusive and binding on the PURCHASER/S/ALLOTEE/S herein and all the purchasers of Apartments. Failure to pay to the

BUILDER/SELLER/PROMOTER and or the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY (as the case may be) as stipulated herein above, shall attract payment of simple interest of 12% (Twelve percent) per annum on the amount due and payable effective from the respective dates till it is paid or realized. It is not obligatory for the BUILDER/SELLER/PROMOTER or SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY to demand the same in writing, although a notice may be sent to remind the PURCHASER/S/ALLOTEE/S only as a matter of courtesy.

XII. SWIMMING POOL/CLUB HOUSE/SOCIETY OFFICE:

- (a) The BUILDER/SELLER/PROMOTER shall construct a SWIMMING POOL within the precincts of the SAID PROPERTY, in K. B. ENCLAVE COMPLEX. The said SWIMMING POOL and CLUB HOUSE shall ultimately be transferred to the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY for the beneficial use of all the Apartment purchasers. The CLUB HOUSE shall comprise of a Gymnasium section. The PURCHASER/S/ALLOTEE/S shall be entitled to use the Swimming pool, Club House, gymnasium provided by the BUILDER/SELLER/PROMOTER, and such use shall be at the sole responsibility and risk of the PURCHASER/S/ALLOTEE/S or PURCHASER/S/ALLOTEE/S's family members and they shall abide by the rules and regulations framed by the BUILDER/SELLER/PROMOTER or the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY for this purpose from time to time.

- b) All the purchasers of the Apartment including the PURCHASER/S/ALLOTEE/S of the SAID APARTMENT are entitled to the Membership of the said SWIMMING POOL and CLUB HOUSE located in the SAID PROPERTY. The maintenance charges towards the SWIMMING POOL and CLUB HOUSE shall also be payable by each of the PURCHASER/S/ALLOTEE/S OF APARTMENT initially at the **rate of Rs.750/- per Apartment per month, (for the time being)** towards upkeep and maintenance of the facilities, staff salary of the **CLUB HOUSE**, Electricity Consumption, Water Consumption, Equipment Maintenance Charges etc. The use of SWIMMING POOL **and CLUB HOUSE (facilities)** will be restricted only to the PURCHASER/S/ALLOTEE/S of the SAID APARTMENT and his/her family members. The maintenance charge is due and payable within 30 days after notice in writing is given by the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S that the SAID APARTMENT is ready for use and occupancy, which may be raised depending upon the input costs and other services from time to time.

The Maintenance charges of SWIMMING POOL and the CLUB HOUSE shall be payable on quarterly basis in advance i.e. presently Rs.750/- per month x 6months = Rs. 4500/- .

The PURCHASER/S/ALLOTEE/S undertakes to follow all the safety measures and practices while using the Swimming Pool and shall be fully responsible for his/her safety or for any unforeseen mishaps while using the Swimming pool and the BUILDER/SELLER/PROMOTER will in no way be responsible or liable for any mishaps occurring to the PURCHASER/S/ALLOTEE/S and his/her/family members while using the Swimming Pool.

Further, the PURCHASER/S/ALLOTEE/S undertakes to fully abide by the rules and regulations and other guidelines for the usage of the swimming pool such as pool timings, usage of proper swimming costumes, not to run, jump, and play in and around the pool area, not to consume food and beverages or alcohol while in or near the swimming pool, not to undertake diving, not to take pets near the swimming pool area, and to take adequate care and precaution of his/her/their children below the age of 12 years and to ensure that the children would be accompanied either by him/her/them or an adult member of the family while swimming.

XII. GENERAL:

- (a) The PURCHASER/S/ALLOTEE/S hereby confirm having taken inspection, to his/their full satisfaction, of the requisite documents of title to the SAID PROPERTY and of the plans/ approvals/ license relating to the SAID PROPERTY or SAID APARTMENT and the Complex **“K. B. ENCLAVE”**.

IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN the parties hereto that, in respect of those Apartments located on the/..... floor with horizontal flat roof the purchaser/s/allotee/s of such Apartment have the (optional) right to exclusively possess use and enjoy the open terrace space adjoining /above their respective Apartment/s to the extent of the built up area of the Apartment. Similarly with respect to the terraces of all the buildings of the said phase the purchaser/s/allotee/s thereto shall have the (optional) right to exclusively possess use and enjoy the open terrace space. However, no construction is permitted nor any roof garden is allowed to be put – up in order to ensure the

safety and to prevent probable damages (leakages etc) to the Slab beneath the open terrace.

- (b) The BUILDER/SELLER/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 **“K. B. ENCLAVE”**, provided it does not in any way affect or prejudice the right of the PURCHASER/S/ALLOTEE/S in respect of the SAID APARTMENT.
- (c) The PURCHASER/S/ALLOTEE/S shall be bound to sign all the papers and documents and do all the things and matters as the BUILDER/SELLER/PROMOTER may require from them from time to time in this behalf for safeguarding, interalia, the interest of the BUILDER/SELLER/PROMOTER and the PURCHASER /S/ALLOTEE/S as well.
- d) That all notices to be served on the PURCHASER/S/ALLOTEE/S and the BUILDER/SELLER/PROMOTER as contemplated by this Agreement shall be deemed to have been duly served if sent to the PURCHASER/S/ALLOTEE/S or the BUILDER/SELLER/PROMOTER by Registered Post A.D. or notified Email ID/Under Certificate of Posting/ Courier service agency at their respective addresses specified below:

.....,

.....

It shall be the duty of the PURCHASER/S/ALLOTEE/S and the BUILDER/SELLER/PROMOTER to inform each other of any change in address subsequent of the execution of this Agreement and the parties shall from

time to time notify any change in his/her/their address. Any letters, reminders, notices, documents, papers etc sent at the aforesaid notified address or at the changed address by hand delivery or Registered A.D. or Under Certificate of Posting or through a courier service agency, or email shall be deemed to have been lawfully served to the PURCHASER/S/ALLOTEE/S and the BUILDER/SELLER/PROMOTER as the case may be.

- (e) The PURCHASER/S/ALLOTEE/S hereby give/s his/their express consent to the BUILDER/SELLER/PROMOTER to raise any loans against the SAID PROPERTY and/or **“K. B. ENCLAVE”** Complex and to charge/mortgage the same with any Bank or Banks or any other Party. This consent is however on the express understanding that the BUILDER/SELLER/PROMOTER shall ensure to have any such charge/mortgage on the SAID APARTMENT completely vacated before the SAID APARTMENT is handed over to the PURCHASER/S/ALLOTEE/S for delivery and possession under this Agreement.
- (g) In the event the PURCHASER/S/ALLOTEE/S chooses to transfer his SAID APARTMENT to any Third Party, in the intervening period till such time the possession of the SAID APARTMENT is handed over to the PURCHASER/S/ALLOTEE/S, the BUILDER/SELLER/PROMOTER shall be entitled to receive from the PURCHASER/S/ALLOTEE/S, 10% of the sale consideration of this Transfer (Agreement) as “Transfer charges” and in addition the PURCHASER/S/ALLOTEE/S shall pay a sum of Rs.10,000/- (Rupees Ten thousand only) per transaction as transaction fee to meet the Professional charges of the Advocate. Further, the BUILDER/SELLER/PROMOTER shall be a CONFIRMING

PARTY in the subsequent agreement of transfer, as above mentioned and effect any sale, conveyances, assignment, etc., of the same.

- h) In case of transfer of premises by the PURCHASER/S/ALLOTEE/S to the Third Party, the PURCHASER/S/ALLOTEE/S undertakes to introduce the prospective buyer to the BUILDER/SELLER/PROMOTER and undertake to obtain consent of the BUILDER/SELLER/PROMOTER for the said transfer.
- (i) The word PURCHASER/S/ALLOTEE/S shall mean and include its plural form in case of there being more than one PURCHASER/S/ALLOTEE/S and shall also mean either of the genders i.e either in the masculine form or in the feminine form, or the firm/Company/Association/HUF depending upon the names of the PURCHASER/S/ALLOTEE/S as mentioned in the Agreement.
- (j) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the SAID APARTMENT or of the SAID PROPERTY or the SAID BUILDING or any part thereof. The PURCHASER/S/ALLOTEE/S shall have no claim save and except in respect of the SAID APARTMENT hereby agreed to be sold to him/her and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the BUILDER/SELLER/PROMOTER until the SAID PROPERTY and the structure of the buildings is transferred to the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED or proportionately to the PURCHASER'S /ALLOTEE'S.
- (k) After the BUILDER/SELLER/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 PURCHASER/S/ALLOTEE/S who has taken or agreed to take the SAID APARTMENT.

(l) 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/SAID BUILDING, as the case may be.

(m) Right to amend.— This Agreement may only be amended through written consent of the Parties.

(l) 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.

(m) Method of calculation of proportionate share wherever referred to in the agreement.— Wherever in this Agreement it is stipulated that the PURCHASER/S/ALLOTEE/S has to make any payment, in

common with other Allottee(s) in Project K. B. ENCLAVE the same shall be in proportion to the carpet area of the SAID APARTMENT to the total carpet area of all the Apartments in the Project K. B. ENCLAVE.

(n) 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.

(o) Place of execution.— The execution of this Agreement shall be complete only upon its execution by the BUILDER/SELLER/PROMOTER through its authorized signatory at the BUILDER/SELLER/PROMOTER's office, or at some other place, which may be mutually agreed between the BUILDER/SELLER/PROMOTER and the PURCHASER/S/ALLOTEE/S, after the Agreement is duly executed by the PURCHASER/S/ALLOTEE/S and the BUILDER/SELLER/PROMOTER or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at **Mapusa-Goa**.

The PURCHASER /S/ALLOTEE/S and/or BUILDER/SELLER/PROMOTER shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the BUILDER/SELLER/PROMOTER and PURCHASERS/ ALLOTEES will attend such office and admit execution thereof.

(p) Joint allottees.— That in case there are Joint Allottees all communications shall be sent by the BUILDER/SELLER/PROMOTER to the PURCHASER/S/ALLOTEE/S whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottees.

(q) Stamp Duty and Registration.— The charges towards stamp duty and Registration of this Agreement shall be borne by the PURCHASER/S/ALLOTEE/S.

XIV REPRESENTATIONS AND WARRANTIES OF THE BUILDER/SELLER/PROMOTER

The BUILDER/SELLER/PROMOTER hereby represents and warrants to the PURCHASER/S/ALLOTEE/S as follows:—

- (i) The OWNERS/VENDORS with the BUILDER/SELLER/PROMOTER has clear and marketable title with respect to the SAID PROPERTY as declared in the **title report annexed to this agreement** and has the requisite rights to carry out development upon the SAID PROPERTY and also has actual, physical and legal possession of the SAID PROPERTY for the implementation of the Project K. B. ENCLAVE;
- (ii) The BUILDER/SELLER/PROMOTER has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project K. B. ENCLAVE and shall obtain requisite approvals from time to time to complete the development of the project K. B. ENCLAVE;
- (iii) There are no encumbrances upon the SAID PROPERTY or the project K. B. ENCLAVE;

(iv) There are no litigations pending before any Court of law with respect to the SAID PROPERTY or the project K. B. ENCLAVE;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the SAID PROPERTY or the project K. B. ENCLAVE and the SAID BUILDING are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the SAID PROPERTY or the project K. B. ENCLAVE and SAID BUILDING shall be obtained by following due process of law and the BUILDER/SELLER/PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the SAID PROPERTY or the project K. B. ENCLAVE/ SAID BUILDING / and common areas;

(vi) The OWNERS/VENDORS and BUILDER/SELLER/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 PURCHASER/S/ALLOTEE/S created herein, may prejudicially be affected;

(vii) The OWNERS/ VENDORS and BUILDER/SELLER/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 or the project K. B. ENCLAVE or the SAID APARTMENT which will, in any manner, affect the rights of PURCHASER/S/ALLOTEE/S under this Agreement;

(viii) The OWNERS/ VENDORS and BUILDER/SELLER/PROMOTER confirms that the BUILDER/SELLER/PROMOTER is not restricted in any manner

whatsoever from selling the SAID APARTMENT to the PURCHASER/S/ALLOTEE/S in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed of the structure to the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY of Allottees or PURCHASERS / ALLOTEES of K. B. ENCLAVE Complex the BUILDER/SELLER/PROMOTER shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the SOCIETY/ENTITY/ GENERAL SOCIETY/ASSOCIATION/LIMITED COMPANY of Allottees or PURCHASERS/ALLOTEES of K. B. ENCLAVE Complex.

(x) The OWNERS / VENDORS and BUILDER/SELLER/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 PROPERTY or the project K. B. ENCLAVE to the competent Authorities;

(xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the OWNERS/VENDORS or BUILDER/SELLER/PROMOTER in respect of the SAID PROPERTY or the project K. B. ENCLAVE.

XV BINDING EFFECT:-

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

XVI.DISPUTES/SETTLEMENT/LITIGATION/JURISDICTION

(a) In the event any dispute or differences arising between the parties hereto in respect to this Agreement or in respect of any provisions (clauses) in this Agreement, or any thing arising out of it, and /or about the performance of these presents or concerning any act or omission of the other party to the disputes or to any act which ought to be done by the parties in dispute or in relation to any matter whatsoever concerning this Agreement shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Real Estate Regulating Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

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

XVII) The possession of the SAID APARTMENT has not yet been handed over to the PURCHASER/S/ALLOTEE/S.

SCHEDULE - I

[SAID PROPERTY]

ALL THAT PROPERTY known as “TARCHY BATTY” or “TARICHE BHAT”, admeasuring 1496 sq. mts., presently bearing survey no. 171/2-A of Siolim Village, earlier forming part of the larger property bearing Survey No. 171 Sub-Division No. 2 of Siolim Village, which was totally admeasuring 2525 sq.mts, described in the Land Registration Office of Bardez under No. 20 at folio 21 of Book B10 new, enrolled in the

Taluka Revenue Office under no. 1 and 699 of the third circumscription of Siolim, situated within the limits of the jurisdiction of the Village Panchayat of Siolim, Marna, Taluka and Sub-District of Bardez, North-Goa District, State of Goa, presently bounded as under:

On or towards the NORTH: By the property bearing survey no. 171/2 (Part);

On or towards the SOUTH: By property bearing survey no. 171/2 and 171/19;

On or towards the EAST: By the Property bearing survey no. 171/12, 171/13 & access road;

On or towards the WEST: By the properties bearing survey no. 171/10, 171/16 & 171/2.

SCHEDULE NO. II

(DESCRIPTION OF THE SAID APARTMENT)

All that Apartment No. **having a Carpet area approximately ____ sq. mtrs . along with ____ square metres of exclusive balcony/verandah/ passage area appurtenant to the carpet area for the exclusive use of the PURCHASER/S/ALLOTEE/S** and along with one stilted Car Park on the floor in “...” Building, in the Housing Complex, named “**K.B.ENCLAVE**” . The SAID APARTMENT is/are shown delineated in red boundary line in the plan annexed.

SCHEDULE NO.III

MODE OF PAYMENT

The PURCHASER/S/ALLOTEE/S has paid at the time of signing of this agreement a sum of Rs. _____ (Rupees _____ only) (not exceeding 10% of the

total consideration) and the balance amount of Rs.
_____ (Rupees _____) in the following manner:

- (i) Amount of Rs. ____/- (____) (not exceeding 30% of the total consideration) 10% to be paid to the BUILDER/SELLER/PROMOTER after registration of the Agreement.
- (ii) Amount of Rs. ____/- (____) (not exceeding 45% of the total consideration) 25% to be paid to the BUILDER/SELLER/PROMOTER on completion of the Plinth of the SAID BUILDING.
- (iii) Amount of Rs. ____/- (____) (not exceeding 55% of the total consideration) 10% to be paid to the BUILDER/SELLER/PROMOTER on completion of the second slab of the SAID BUILDING
- (iv) Amount of Rs. ____/- (____) (not exceeding 70% of the total consideration) 15% to be paid to the BUILDER/SELLER/PROMOTER on completion of the roof slab of the SAID BUILDING
- (v) Amount of Rs. ____/- (____) (not exceeding 75% of the total consideration) 5% to be paid to the BUILDER/SELLER/PROMOTER on completion of the walls, internal plaster, floorings doors and windows of the SAID APARTMENT
- (vi) Amount of Rs. ____/- (____) (not exceeding 80% of the total consideration) 5% to be paid to the BUILDER/SELLER/PROMOTER on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said SAID APARTMENT.
- (vii) Amount of Rs. ____/- (____) (not exceeding 85% of the total consideration) 5% to be paid to the BUILDER/SELLER/PROMOTER on completion of the external plumbing and external plaster, elevation, terraces

with waterproofing, of the SAID BUILDING or wing in which the SAID APARTMENT is located.

(viii) Amount of Rs. ___/- (____) (not exceeding 95% of the total consideration) 10% to be paid to the BUILDER/SELLER/PROMOTER on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the SAID BUILDING or wing in which the SAID APARTMENT is located.

(viii) Balance Amount of Rs. ___/- (____) against and at the time of handing over of the possession of the Apartment to the Allottee on
or after receipt of occupancy certificate or completion certificate.

Out of the amount of **Rs...../-** of the total consideration **Rs...../-** shall be the component of Earnest Money Deposit (EMD) as stipulated in Clause II (b) of this(e) Agreement (hereinabove).

SCHEDULE – IV **SPECIFICATIONS**

(a) STRUCTURE:

It is R.C.C framed structure of Columns, Beams and Slabs. The internal partitions Walls will be of 4” block masonry and the external walls will be of 23 cms block masonry. All Plinth work will be in laterite rubble masonry/cement block masonry.

(b) PLASTERS:

External plaster will be double coat sand faced cement plaster with cement paint. Walls and Ceiling and Internal plaster will be single coat Gypsum plaster.

(c) FLOORING:

The floors will be “24 x 24” vitrified tiles for Hall/Kitchen/Bedrooms. Staircase and landing will be Tandoor stone including risers of Kadappa stone. Bathroom floor will have Ceramic tiles. The average basic cost of flooring and dado tiles at Rs.550/- per square meter. Flooring for the flat will be of Vitrified tiles.

(d)INTERNAL PAINT:

Acrylic washable paint for interior surfaces.

(e) EXTERNAL PAINT:

All External surfaces will have waterproof emulsion paint.

(f) Windows

All windows on shall be Aluminium make sliding with 5mm clear glass.

(g) Doors.

Main Door shall be of Designer Teakwood and veneer finished internal doors.

(h) Plumbing

High end quality Fixtures from Jaguar / Hindware/Kholer and Sanitary ware fixtures of Hindware/Kholer.

(i) Kitchen

Kitchens shall be provided with drain board sink and granite counter.

(j) Roofing

All R.C.C roof slabs shall be covered by Maintenance free galvanium sheet roofing .

(k) ELECTRICAL :

Polycab/Kundan cab/Rallison

Switches: Modular (Havells/Crabtree or Equivalent.) The installation will be in concealed P.V.C pipes as per the specifications of Electricity Dept. All wiring to be in best quality cable concealed in walls and slabs. Points to be provided are as follows:

(l) Amenities :-

1. Swimming pool with attached outdoor lounge area.
2. Club House with indoor sports viz.Table Tennis,Carom, etc..
3. Landscaped Gardens with sitting areas.
4. Solar water heating in all Bathrooms and Kitchen.
5. Children's play Area
6. Gated Complex with round the clock security.
7. Complete Back up power for common areas and UPS provision.
8. 24 hours Water Supply.
9. Garbage Management and Disposal.
10. Property Management services.

IN WITNESS WHEREOF the parties hereto have put their hands to on the day, month and year first hereinabove mentioned.

SIGNED SEALED AND DELIVERED]

BY THE WITHIN-NAMED VENDORS/OWNERS]

L.H.F. Prints

R.H.F. Prints

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

SIGNED SEALED AND DELIVERED]
BY THE WITHIN-NAMED]
M/S. NAIFER CONSTRUCTIONS
Through its Partner:

2.a) MR.ASHOK RAMESH NAIK

L.H.F. Prints

R.H.F. Prints

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

SIGNED SEALED AND DELIVERED]
BY THE WITHIN-NAMED]
M/S. NAIFER CONSTRUCTIONS
Through its Partner:

2.b) MR.ALLAN ALEX FERNANDES

L.H.F. Prints

R.H.F. Prints

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

SIGNED SEALED AND DELIVERED]

BY THE WITHIN-NAMED PURCHASER]

3. _____

L.H.F. Prints

R.H.F. Prints

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

5. _____

5. _____

IN THE PRESENCE OF:

1. _____

2. _____