

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered at Ponda - Goa, within the Taluka and Registration, Sub - District of Ponda, District of South Goa, in the State of Goa, on this ___ day of _____ in the year Two Thousand and Nineteen (___/___/2019).

B E T W E E N:-

1. M/s. SUMIT WOODS LTD., a Limited Company, incorporated under the Companies Act, 1956, PAN Card No. AAICS1385B, carrying on the business of Real Estate Developers and Builders, having its Registered Office at B-1101, Express Zone, W.E. Highway, Diagonally Opp. to Oberoi Mall, Malad (East), Mumbai - 400 097 and its Goa office at "SUMIT CLASSIC", S-102, Opposite Ponda Municipal Council, Sadar, Ponda Goa, hereinafter referred to as "**THE VENDOR / PROMOTER**" (which expression shall unless it is repugnant to the meaning thereof mean and include, its legal representatives, successors and assigns) **OF THE ONE PART: THE VENDOR / PROMOTER** is represented by its Authorized Signatory, **SHRI. DHAIRYSHIL BAPUSAHEB PATIL**, age 51 years, married, service, Indian National, Aadhar Card No. 3564 5595 9910, PAN :- AJVPP2056R, and resident of 501, Granduar, Alto Dabolim, Chicalim, Vasco Da Gama, in terms of Resolution taken in the meeting of Board of Directors on _____.

AND:-

2. _____ son of _____ age ____ years, married / unmarried, occupation service, Indian National, PAN:- _____, Aadhaar Card No. _____ and resident of _____ hereinafter referred to as "**THE PURCHASER/S**" (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, representatives, successors and assigns) **OF THE OTHER PART.**

WHEREAS there a Plot of land being Plot A-1 admeasuring 2500.00 Sq. mts. of the larger property known as "ONE FOURTH OF HALF BAGAYAT KUMARBHAT, SURBHAT, RAMBHAT AND DAGPOIQUIM" or "DANG VADO" situated at Queula, within the jurisdiction of Ponda Municipal Council, Taluka and Registration, Sub – District of Ponda, District of South Goa, in the State of Goa and the property as a whole is described in the Land Registration Office of Ilhas under No.533 of Book B-7, old bearing cadastral survey No. 134 and registered in the Taluka Revenue office under Matriz Nos. 523 and 527 and surveyed under new survey No.199/1 (part) 199/1 of Village Ponda, Taluka Ponda.

The said entire property is bounded as follows:-

On or towards the East:- property of Dhaku Kavlekar,
On or towards the West:- By stream,
On or towards the North:- By property of Dhaku Kavalekar,
On or towards the South:- By National road.

The said Plot A-1, admeasuring an area of 2500.00 Square metres and bounded as follows:-

On or towards the East:- boundary of Plot B1 of same property,
On or towards the West:- Nalla,
On or towards the North:- land under survey No.199/1 (part)
On or towards the South:- Ponda Kavlem main Road.

AND WHEREAS the above property originally owned and enjoyed by one Shri Ramchandra Mahadeva Shenvi Khandeparkar, unmarried resident of Ponda Goa.

AND WHEREAS in terms of Deed of Sale dated 15/03/1971 registered before Sub- Registrar of Ponda under registration No.99 dated 15/03/1971, Shri Ramchandra Mahadeva Shenvi Khandeparkar sold and transferred the property infavour of Smt. Lalita Shankar Verekar and ever since then, Smt. Lalita Verenkar and her husband Shri. Shankar Verenkar acquired ownership rights in the said property.

AND WHEREAS in terms of Deed of Sale dated 23/05/2005 registered before Sub- Registrar of Ponda under registration No.1203 at pages 59 to 77 Book No.I, Volume No.850 dated 18/07/2005, Smt. Lalita Shankar Verekar and her husband Shri. Shankar Verenkar sold and transferred the Plot No. A-1 in favour of Shri. Mangesh Bhiku Kundaikar.

AND WHEREAS interms of Deed of Sale dated 28/06/2010 registered before Sub – Registrar of Ponda under registered No.1785/10 at pages 83 to 108 Book No.I Volume No.1677 dated 20/08/2010, said Shri. Mangesh Bhiku Kundaikar and his wife Smt. Sangeeta Mangesh Kundaikar sold and transferred Plot No.A-1 (A) admeasuring 2050.00 sq. mts in favour of M/s. Sumit Woods Pvt. Ltd. which later became a public limited company.

AND WHEREAS Office of Additional Collector & Additional District Magistrate, Ponda Goa issued Conversion Sanad under No.RB/CNV/PON/AC-II / 10/2014/159 dated 31/12/2015.

AND WHEREAS the Construction Plan is approved by SGPDA under No.SGPDA/P/3140/119/18-19 dated 04/10/2018.

AND WHEREAS Ponda Municipal Council issued Construction License under No.01/2019-2020 dated 12/04/2019.

AND WHEREAS upon completion of the construction, said building to be named as “**SUMIT PLUMERIA**”.

THE PROMOTERS/VENDORS intend to develop the said land by constructing a building having Residential and Commercial units as permitted and approved by the concerned approving authorities. Such developments shall consist of flats/units/shops/ premises of different areas and different types, car parking spaces (open/covered/under stilt or in basement) and such other developments as may be approved and permitted by the relevant approving authorities including such other development/s and structures as may be decided by THE PROMOTERS/VENDORS (including other infrastructure and other amenities) and other developments as desired by THE PROMOTERS/VENDORS which are as per designs, details, specifications etc. prepared or to be prepared by the PROMOTERS/VENDORS Architect and which are permitted and approved and/or to be approved by concerned planning and all other concerned approving authorities.

THE PROMOTERS/VENDORS is/are solely entitled to decide the nature of the developments to be carried out on the said Land. THE PROMOTERS/VENDORS alone will decide the nature, details and design and specify the developments to be carried out on the said Land.

THE PROMOTERS/VENDORS further declares that THE PROMOTERS/ VENDORS is fully and freely entitled to change, amend, modify, alter, resubmit the details, designs, specifications etc. in respect of existing as well as further development on the said land in such manner as THE PROMOTERS/VENDORS may in its own discretion deem fit and proper. THE PROMOTERS/VENDORS further declares it is entitled to deal with and dispose of all present and future developments on the said Land in such manner and on such terms and conditions and for such price and consideration as THE PROMOTERS/VENDORS may in its own discretion deem fit.

The aforesaid building has been named “SUMIT PLUMERIA”, which comprises of Stilt (pt) + 6 floors (hereinafter referred to as “the said Building”) being located on the said Land (which is shown in the Plan annexed herewith as Annexure “A”).

THE PROMOTERS/VENDORS declares that upon receipt of such approvals and/or other facilities in the said Building from the concerned authorities, THE PROMOTERS/VENDORS shall construct “SUMIT PLUMERIA” comprising of Stilt (pt) + 6 floors and / or other facilities in the said Building and shall have the right to sell the flats/shops/units and any other facilities to any person, including the right to sell parking spaces and other facilities even to persons other than those who purchase flats in the said Building “SUMIT PLUMERIA”. THE PROMOTERS/VENDORS declares that this is a pre-condition made known to THE PURCHASER/ ALLOTEE before the negotiation/for the proposed sale of the flat, and that THE PURCHASER/ ALLOTEE has/have consented to the said pre-conditions to this Agreement for Sale.

AND WHEREAS there are no litigations affecting the development of the said property.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS THE PROMOTERS/VENDORS is in possession of the project land.

AND WHEREAS THE PURCHASER/S have approached THE VENDOR / PROMOTER after having seen and verified the title of THE VENDOR / PROMOTER to the SAID PLOT, for the purchase of **FLAT No. _____** admeasuring **_____ square meters (carpet area) + Balcony of _____ square meters + Terrace of _____ sq. mts Carpet Area** (Total RERA Carpet area = _____ sq. mts) on _____ **Floor of “Wing _____”** with the right to **car parking space** (the exact location and number to be allotted later) of the building “**SUMIT PLUMERIA**” to be constructed in the SAID PLOT and which Flat Unit is duly identified in the plan annexed (and hereinafter referred to as the **SAID FLAT**) more particularly described in the SCHEDULE III written hereinafter.

AND WHEREAS "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the SAID FLAT for exclusive use of THE PURCHASER/S or verandah area and exclusive open terrace area appurtenant to the SAID FLAT for exclusive use of THE PURCHASER/S, but includes the area covered by the internal partition walls of SAID FLAT.

AND WHEREAS THE VENDOR / PROMOTER has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

AND WHEREAS THE VENDOR / PROMOTER has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS THE PURCHASER/S approached THE VENDOR / PROMOTER agreeing to finance for the construction of SAID FLAT, to be constructed on the SAID PLOT and the said entire scheme more particularly described in SCHEDULE III.

AND WHEREAS THE PURCHASER/S has taken inspection of all documents pertaining to the title of THE VENDOR / PROMOTER to the SAID PLOT and Premises and all clearances, plans, permissions, licenses, design, specifically, and approvals obtained in connection with the proposed construction and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under; and have satisfied himself/ herself/themselves about the marketability of THE VENDOR / PROMOTER title to the SAID PLOT and legality of the proposed construction and THE VENDOR / PROMOTER right in connection with the proposed construction.

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate, authenticated copies of Property card or extract of Village Forms I and XIV or any other relevant revenue record showing the nature of the title of THE VENDOR / PROMOTER to the project land on which SAID FLAT is constructed or are to be constructed have been annexed hereto and marked as **Annexure 'C'**.

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

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

AND WHEREAS the specifications of SAID FLAT agreed to be purchased by THE PURCHASER/S, as sanctioned and approved by the local authority have been described in SCHEDULE No. V hereunder written.

AND WHEREAS THE VENDOR / PROMOTER has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by THE VENDOR / PROMOTER while developing the project land and the SAID FLAT and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS THE VENDOR / PROMOTER has accordingly commenced construction consisting of Flats in accordance with the said proposed plans.

AND WHEREAS prior to the execution of these presents THE PURCHASER/S have paid to THE VENDOR / PROMOTER, a sum of _____ (**Rupees _____ Only**) being part payment of the sale consideration of the SAID FLAT agreed to be sold by THE VENDOR / PROMOTER to THE PURCHASER/S as advance payment or Application Fee (the payment and receipt whereof THE VENDOR / PROMOTER both hereby admit and acknowledge) and THE PURCHASER/S has agreed to pay to THE VENDOR / PROMOTER the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS THE VENDOR / PROMOTER has registered Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Goa under No. _____.

AND WHEREAS under section 13 of the said Act THE VENDOR / PROMOTER is required to execute a written Agreement for sale of SAID FLAT with THE PURCHASER/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, THE VENDOR / PROMOTER hereby agrees to sell and THE PURCHASER/S hereby agrees to purchase SAID FLAT.

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

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

1. THE VENDOR / PROMOTER shall construct the said building/ Wing consisting of Flats/Shops, consisting of Stilt (pt) + 6 floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

2. Provided that THE VENDOR / PROMOTER shall have to obtain prior consent in writing of THE PURCHASER/S in respect of variations or modifications which may adversely affect SAID FLAT of THE PURCHASER/S except any alteration or addition required by any Government authorities or due to change in law.

3. THE VENDOR / PROMOTER warrants that:

i. They are the absolute owners of the SAID PLOTS and the individual FLATS to be constructed thereon in SCHEME OF DEVELOPMENT.

ii. The SAID FLAT shall conform to the Standard Specification detailed in SCHEDULE V of this Agreement.

iii. THE VENDOR / PROMOTER shall under normal conditions sell on the ownership basis (after construction) in SUMIT PLUMERIA, the SAID FLAT as per the approved plans with such variations and alterations as may consider necessary or as may be required by the Architect or by competent Authority to be made in them or in any of them but so as not to reduce the carpet area of the SAID FLAT.

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

4. THE PURCHASER/S hereby agrees to purchase from THE VENDOR /PROMOTER on ownership basis as per the scheme of development and THE VENDOR / PROMOTER hereby agrees to sell to THE PURCHASER/S **FLAT No._____** admeasuring **_____ square meters (carpet area) + Balcony of _____ square meters + Terrace of _____ sq. mts Carpet Area** (Total RERA Carpet area = _____ sq. mts) on _____ **Floor** of “**Wing _____**” with the right to **car parking space** (the exact location and number to be allotted later) of the building “**SUMIT PLUMERIA**” to be constructed in the SAID PLOT and which Flat Unit is duly identified in the plan annexed (and hereinafter referred to as the **SAID FLAT**) more particularly described in the SCHEDULE III written hereinafter as shown in the Floor plan thereof hereto annexed and marked **Annexure B** for total consideration of **Rs. _____/- (Rupees _____ Only)**, exclusive of applicable taxes, duties, levies, fees, etc. due and payable in accordance with the mode of payment as stipulated in SCHEDULE IV appended to this Agreement, including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in Schedule V hereto written.

THE PURCHASER/S to whom a stilted car parking area/slot is provided by THE VENDOR / PROMOTER shall agree and undertake not to sub-let or alienate or create any kind of interest, to any other person, independently of the SAID FLAT owned by THE PURCHASER/S, without the written permission of THE PROMOTER /VENDOR. THE PURCHASER/S agrees and undertakes not to enclose or put any barricades in any manner in respect of the allotted stilted car parking area/ slot as stated hereinabove. Any damage to the structure or supporting columns of the stilted car parking area/slot while parking the car, if caused, shall be rectified at their own cost by THE PURCHASER/S to the satisfaction of THE PROMOTER/VENDOR.

5. As consideration for the acquisition of the SAID FLAT, THE PURCHASER/S/ THE PURCHASER/S hereby agrees and undertakes to pay to THE PROMOTER/ VENDOR said lumpsum price of **Rs. _____/- (Rupees _____ Only)** which includes the proportionate price of common areas and facilities appurtenant to the SAID FLAT, the nature, extent and description of the common/limited area and facilities which are more particularly described in the Schedule No. IV hereunder written. The said lump sum consideration shall be paid installments as stated more particularly in Schedule No.IV hereunder written. Time for the payment of each of the installment shall be the essence of the contract.

6. The Total Price above excludes Taxes (consisting of tax paid or payable by THE PROMOTER/ VENDOR by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the development of the Project payable by promoters) upto the date of handing over the possession of SAID FLAT.

7. The total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. THE PROMOTER/ VENDOR undertakes and agrees that while raising a demand on THE PURCHASER/S for increase in development charges, cost, or levies imposed by the competent authorities etc., THE PROMOTER/ VENDOR 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, which shall only be applicable on the payments.

8. THE PROMOTER/ VENDOR shall confirm the final carpet area that has been allotted to THE PURCHASER/S after the construction of SAID FLAT is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent.

9. THE PURCHASER/S authorizes THE PROMOTER/ VENDOR to adjust /appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as THE PROMOTER/ VENDOR may in its sole discretion deem fit and THE PURCHASER/S undertakes not to object/demand/direct THE PROMOTER/ VENDOR to adjust his payments in any manner.

10. THE PROMOTER/ VENDOR hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of SAID FLAT to THE PURCHASER/S, obtain from the concerned local authority occupancy and/or completion certificates in respect of SAID FLAT.

11. Time is essence for THE PROMOTER/ VENDOR as well as THE PURCHASER/S. THE PROMOTER/ VENDOR shall abide by the time schedule for completing the project and handing over SAID FLAT to THE PURCHASER/S and the common areas to the association of THE PURCHASER/S after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, THE PURCHASER/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 Promoter as provided in above clause. ("Payment Plan").

12. THE VENDOR / PROMOTER hereby declares that THE VENDOR / PROMOTER has planned to utilize maximum Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. THE VENDOR / PROMOTER has disclosed the maximum floor Space Index as permitted by concerned authorities be utilized by him on the project land in the said Project and THE PURCHASER/S has agreed to purchase the SAID FLAT based on the proposed construction and sale of SAID FLAT to be carried out by THE VENDOR / PROMOTER /DEVELOPER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to THE VENDOR / PROMOTER only.

13. If THE VENDOR / PROMOTER fails to abide by the time schedule for completing the project and handing over the SAID FLAT to THE PURCHASER/S, THE VENDOR / PROMOTER agrees to pay to THE PURCHASER/S, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by THE PURCHASER/S, for every month of delay, till the handing over of the possession. THE PURCHASER/S agrees to pay to THE VENDOR / PROMOTER, interest as specified in the Rule, on all the delayed payment which become due and payable by THE PURCHASER/S to THE VENDOR / PROMOTER under the terms of this Agreement from the date the said amount is payable by THE PURCHASER/S to THE VENDOR / PROMOTER .

14. Without prejudice to the right of THE VENDOR / PROMOTER to charge interest as mentioned in this presents, on THE PURCHASER/S committing default in payment on due date of any amount due and payable by THE PURCHASER/S to THE VENDOR / PROMOTER under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on THE PURCHASER/S committing default of payment of installments, THE VENDOR / PROMOTER shall at his own option, may terminate this Agreement: Provided that, THE VENDOR / PROMOTER shall give notice of fifteen days in writing to THE PURCHASER/S, by Registered Post AD at the address provided by THE PURCHASER/S and mail at the e-mail address provided by THE PURCHASER/S, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If THE PURCHASER/S fails to rectify the breach or breaches mentioned by THE VENDOR / PROMOTER within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

15. Provided further that upon termination of this Agreement as aforesaid, THE VENDOR / PROMOTER shall forfeit 10% of the amount and refund the balance to THE PURCHASER/S (subject to adjustment and recovery of any liquidated damages or any other amount which may be payable to THE VENDOR / PROMOTER out of the installments of sale consideration of the SAID FLAT which may till then have been paid by THE PURCHASER/S to THE VENDOR / PROMOTER and THE VENDOR / PROMOTER shall be at liberty to sell, allot and dispose of the SAID FLAT to any other person of its choice and for such consideration as THE VENDOR / PROMOTER as may determine and THE PURCHASER/S shall not be entitled to question.

16. On THE VENDOR / PROMOTER terminating this Agreement under this clause, THE VENDOR / PROMOTER shall be at liberty to allot, sell and dispose of the SAID FLAT to any other person/s of their choice as THE VENDOR /

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

17. Without prejudice to THE VENDOR / PROMOTER other rights, under this Agreement and/or in law, THE PURCHASER/S shall be liable, at the option of THE VENDOR / PROMOTER to pay to THE VENDOR / PROMOTER interest at the rate of as specified in the RERA Rules on all amounts due and payable by THE PURCHASER/S under this Agreement, if any such amount remains due and unpaid for seven days or more.

18. THE VENDOR / PROMOTER shall have control over the SAID FLAT being the owner thereof till such time the payment of the entire amount which THE PURCHASER/S is/are or may be found liable to pay to THE VENDOR / PROMOTER under the terms and conditions of this Agreement is realized.

19. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like on or more lifts with particular brand, or price range (if unbranded) to be provided by THE VENDOR / PROMOTER in the SAID FLAT / Residential units as are set out in Schedule No. V hereto.

20. THE VENDOR / PROMOTER shall give possession of the SAID FLAT to THE PURCHASER/S on or before
PROVIDED:

a) Full consideration and all the amounts due and payable by THE PURCHASER/S under this Agreement have been paid by THE PURCHASER/S to THE VENDOR/ PROMOTER promptly,

b) THE PURCHASER/S signs and executes all applications and documents required for the formation of the Society/ Entity/ General Society as may be decided by THE VENDOR/ PROMOTER.

c) THE VENDOR/ PROMOTER shall upon receipt of the requisite Occupancy Certificate, by a notice in writing intimating THE PURCHASER/S, to make delivery of the SAID FLAT within Seven days from the date of receipt of such notice, failing which THE PURCHASER/S shall be deemed to have taken possession and delivery of the SAID FLAT.

d) Failure to take delivery of the possession SAID FLAT will not exonerate THE PURCHASER/S from their liability to pay the outgoings such as property tax, cesses and other dues and maintenance, cesses, etc. from the date of the Occupancy certificate.

e) From the date of issue of the Occupancy Certificate or from the stipulated date as envisaged hereinabove whichever shall be later in point of time, the responsibility for maintenance of the SAID FLAT in "SUMIT PLUMERIA" shall be of the respective Purchasers and also the maintenance cost proportionate to the extent of the area of the SAID FLAT towards the common amenities provided in the "SUMIT PLUMERIA" shall solely be that of THE PURCHASER/S (including THE PURCHASER/S herein) of various premises in "SUMIT PLUMERIA" and or the SOCIETY/ ENTITY/ GENERAL SOCIETY.

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

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

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

i) THE PURCHASER/S shall use the SAID FLAT only for the purpose of residence or for any purpose which is permissible by the prevailing laws of local authorities as may be made applicable. THE PURCHASER/S shall not carry out any acts or activities which are obnoxious, anti-Social, illegal or prejudicial to the norms of decency or etiquette or

which cause a nuisance or inconvenience to the other SAID FLAT owners in the said scheme of development SUMIT PLUMERIA.

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

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

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

21. If THE VENDOR / PROMOTER fails or neglects to give possession of the SAID FLAT to THE PURCHASER/S on account of reasons beyond his control and of his agents by the aforesaid date or any date thereafter, then THE VENDOR / PROMOTER shall be liable on demand to refund to THE PURCHASER the amounts already received by him in respect of the SAID FLAT with interest at the same rate as mentioned in RERA rules from the date THE VENDOR / PROMOTER received the sum till the date the amounts and interest thereon is repaid.

22. Provided that THE VENDOR / PROMOTER shall be entitled to reasonable extension of time for giving delivery of SAID FLAT on the aforesaid date, if the completion of building in which the SAID FLAT is to be situated is delayed on account of:-

- a. Non-availability of steel, cement, other Building material, water or electric supply.
- b. War, Civil Commotion fire, earthquake, flood, epidemic, labour controversy, riot, civil disturbance or act of God.
- c. Failure or delay of any transportation agency or any other supplier of supplies, equipment, or other facilities related to the said property.
- d. Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority.
- e. Economic downturn.
- f. Any other eventuality which is beyond our control including our precarious financial condition and / or economic downswing in real estate or any other industry, and
- g. Any other force majeure circumstances or conditions or other causes beyond our control of or unforeseen including strikes or agitation by our workers or laborers or the workers or laborers of the Contractor or suppliers.

23. From the date of issue of the Occupancy Certificate or from the stipulated date as envisaged hereinabove whichever shall be later in point of time, the responsibility for maintenance of the SAID FLAT in "SUMIT PLUMERIA" shall be of the respective Purchasers and also the maintenance cost proportionate to the extent of the carpet area of SAID FLAT towards the common amenities provided in the "SUMIT PLUMERIA" shall solely be that of THE PURCHASER/S.

24. Procedure for taking possession: THE VENDOR / PROMOTER upon virtual completion of the building and/or obtaining the occupancy certificate from the competent authority and upon receipt of all the payments from THE PURCHASER/S as per the agreement shall offer in writing the possession of the SAID FLAT to THE PURCHASER/S in terms of this Agreement to be taken within fifteen days (15 days) from the date of issue of such notice and THE VENDOR / PROMOTER shall give possession of the SAID FLAT to THE PURCHASER/S. THE VENDOR / PROMOTER agrees and undertakes to indemnify THE PURCHASER/S in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. THE PURCHASER/S agree(s) to pay the maintenance charges and all other outgoings, taxes, etc. as may be determined by THE VENDOR / PROMOTER or association of THE PURCHASER/S, as the case may be. The Promoter on its behalf shall offer the possession to THE PURCHASER/S in writing within 7 days of receiving the occupancy certificate of the Project.

25. THE PURCHASER/S shall take possession of the SAID FLAT within 15 days of the written notice from THE VENDOR / PROMOTER to THE PURCHASER/S intimating that the SAID FLAT are ready for use and occupancy:

26. Failure of THE PURCHASER/S to take Possession of SAID FLAT: Upon receiving a written intimation from THE VENDOR / PROMOTER as per clause 24, THE PURCHASER/S shall take possession of the SAID FLAT from THE VENDOR / PROMOTER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and/or intimated by THE VENDOR / PROMOTER from time to time and the Promoter shall give possession of the SAID FLAT to THE PURCHASER/S. In case THE PURCHASER/S fails to take possession within the time provided in clause 24 such THE PURCHASER/S shall continue to be liable to pay maintenance charges, property taxes, cess and other outgoings, maintenance, etc. from the date of Occupation Certificate, as applicable and THE VENDOR / PROMOTER shall not be liable in any manner in whatsoever, if THE PURCHASER/S delays taking delivery of the SAID FLAT.

27. If within a period of five years from the date of handing over the SAID FLAT to THE PURCHASER/S, THE PURCHASER/S brings to the notice of THE VENDOR / PROMOTER any structural defect in the SAID FLAT or the building in which the SAID FLAT are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by THE VENDOR / PROMOTER at his own cost and in case it is not possible to rectify such defects, then THE PURCHASER/S shall himself get rectified such defects.

28. THE PURCHASER/S shall use the SAID FLAT or any part thereof or permit the same to be used only for purpose of residence as permissible by the prevailing laws of local authorities as may be made applicable. THE PURCHASER/S shall not carry out any acts or activities which are obnoxious, anti-Social, illegal or prejudicial to the norms of decency or etiquette or which cause a nuisance or inconvenience to the other FLAT owners in the said "SUMIT PLUMERIA". He shall use the garage or parking space, if any allotted, only for purpose of keeping or parking light motor vehicle of THE PURCHASER/S.

29. THE PURCHASER/S along with other purchaser (s) of other Flats in the building of **SUMIT PLUMERIA** (Scheme of Development) shall join in forming and registering the Society or Association or a Limited Company, as the case may be, to be known by '**SUMIT PLUMERIA CO-OP. HSG. SOC. LTD.**' and if such name is not available than any other name may be approved by THE PROMOTER/ VENDOR and such name shall not be changed at any time in future without the prior written permission of VENDOR / PROMOTER and even after the conveyance is executed in favour of the society. The covenant contained in this clause shall be binding upon the society and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to THE VENDOR / PROMOTER within seven days of the same being forwarded by THE VENDOR / PROMOTER to THE PURCHASER/S, so as to enable THE VENDOR / PROMOTER to register the common organization of THE PURCHASER/S. No objection shall be taken by THE PURCHASER/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.

30. The PURCHASER/S shall from the date of possession pay maintenance of the SAID FLAT the walls, partitions walls, sewers, drains, pipes and appurtenances there to, at their cost, in good and tenantable repair and condition and shall not do or suffer to be done anything in or to the SAID FLAT and/ or common passages, or the compound which may be against the conditions or rule or bye-laws of the Ponda Municipal Council, Ponda Goa, or any other Authority and shall attend to and answer and will be responsible for all actions and violation of any such conditions or rules or bye-laws.

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

32. The PURCHASER/S shall permit THE VENDOR / PROMOTER and their surveyors and agents, with or without workmen and other persons at all reasonable times to enter into and upon the SAID FLAT or any other part thereof at all reasonable times to view and examine the state and conditions thereof, to attend to all defects, decay and requirements of repair and also for the purpose of repairing any part of the SAID FLAT and for the purpose of making repairs, maintaining, rebuilding, cleaning, lighting and keeping in order and conditions all the services, drains, pipes, cables water courses, gutters, wires, partition walls or structure or other conveniences belonging to or serving or used for the SAID FLAT and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric and communication wires and cables and for similar other purposes and for all other purposes contemplated by and under this Agreement.

33. The beneficial use of the available stilt area, shall vest with THE VENDOR / PROMOTER for all time to come.

34. The PURCHASER/S to whom a stilted car parking area/slot is provided by THE VENDOR / PROMOTER shall agree and undertake not to sub-let or alienate or create any kind of interest, to any other person, independently of the Flat owned by the PURCHASER/S, without the written permission of THE VENDOR / PROMOTER. THE PURCHASER/S agrees and undertakes not to enclose or put any barricades in any manner in respect of the allotted stilted car parking area/slot as stated hereinabove. Any damage to the structure or supporting columns of the stilted car parking area/slot while parking the car, if caused, shall be rectified at their own cost by the PURCHASER/S to the satisfaction of THE VENDOR / PROMOTER.

35. Upon completion of construction and development of the said property in all respects, and receipt of the full payments of the amounts due and payable to THE VENDOR / PROMOTER by all purchasers of all premises, THE VENDOR / PROMOTER shall initiate and assist the purchasers including all the other Premises purchasers in his / her / their capacity as THE VENDOR / PROMOTER (being owner of the SAID PLOT) in facilitating them to form a Society/Entity / General Society for owning and/or maintaining the SAID PLOT and in getting conveyed the "SAID PLOT" in the name of the SOCIETY or alternatively in the event the Society/Entity is not formed by the Purchasers, agree to get conveyed the undivided impartibly proportionate share in the "SAID PLOT" corresponding to the extent of the holdings of the respective Flats proportionate to the carpet area in the name/s of each of the individual Purchaser/s and further assist in the formation of General Society for the purpose of maintenance/ upkeep of the building/s in the SAID PLOT.

36. Any taxes, charges or outgoings levied by the Ponda Municipal Council or any other Government and semi Government Department or any other competent authority for consumption of electricity, and water/sewerage charges, exclusively pertaining to the SAID FLAT / residential unit shall be borne by THE PURCHASER/S from the date of issuance of Occupancy Certificate.

37. The decision of THE VENDOR / PROMOTER in this regard shall be final and binding on all the purchaser/s of Flats including THE PURCHASER/S of SAID FLAT irrespective of the fact that the purchase was made either before or after the formation of the Entity.

38. When THE VENDOR / PROMOTER takes a decision in this matter, THE PURCHASER/S and other Flat purchasers of the SAID PLOT i.e "SUMIT PLUMERIA" shall sign all forms, applications, Deed and other documents as may be required either for the admittance to the said Society / Entity / General Society and for the Conveyance of the "SAID PLOT" to the Society / Entity / General Society or to accept the conveyance of the undivided impartible and proportionate share in the "SAID PLOT" as stated hereinabove.

39. The PURCHASER/S and the person/s to whom SAID FLAT is let sub-let, transferred, assigned or given in possession of, shall be governed by and shall observe and comply with all the bye-laws, rules and regulations that may be laid down by the Society / Entity / General Society as may be applicable from time to time (as and when formed).

40. THE PURCHASER/S hereby agree/s and undertake /s to be a member of the Society/Entity/General Society to be formed and also from time to time to sign and execute all applications for registration and for membership and other papers and documents necessary in this regard as desired by THE VENDOR / PROMOTER and return to THE VENDOR / PROMOTER the same within 10 (ten) days of the same being intimated by THE VENDOR / PROMOTER to the PURCHASER/S.

41. THE PURCHASER/S shall be bound, from time to time to sign all papers and documents and to do all acts, deeds and things as may be necessary from time to time, for safeguarding the interest of THE VENDOR / PROMOTER and other premises purchaser/s in "SUMIT PLUMERIA".

42. In the event a Society / Entity / General Society is formed and/or registered well before the completion of the Buildings in "SUMIT PLUMERIA" and/or well before the completion of the scheme of development in the Whole Complex, the Society / Entity / General Society and the PURCHASER/S together with other premises purchasers shall be subject to the overall authority and control of THE VENDOR / PROMOTER in respect of any matter concerning the SAID PLOT or the SAID FLAT or the said "SUMIT PLUMERIA" or this Agreement.

43. THE VENDOR / PROMOTER shall be in absolute control of unsold Flats in "SUMIT PLUMERIA".

44. All papers pertaining to the admission to the Society /Entity/ General Society and the rules and regulations thereof as also all the necessary Deed / Deeds of Conveyance including the subsequent sale if any, till such time the admission is taken to the Society/Entity/ General Society shall be prepared by the Advocate of THE VENDOR / PROMOTER .

45. All costs, charges, expenses including stamp duty, registration charges, Advocate fees/professional charges and any other expenses in connection with the preparation execution and registration of Conveyance Deed / Individual sale deed / formation of General society and/or other connected matters shall be borne by the PURCHASER/S and other purchasers of Flats in proportion and to the extent of the carpet area of the premises purchased by them.

46. THE VENDOR / PROMOTER shall, upon completion of the said scheme of development in all respects as above within three months of registration of the Society or Association or Limited Company, as the case may be, cause to be transferred to the society or Limited Company all the right, title and the interest of THE VENDOR / PROMOTER and/or the owners in the said structure / Building or wing in which the SAID FLAT is situated.

47. Within 15 days after notice in writing is given by THE VENDOR / PROMOTER to THE PURCHASER/S that the SAID FLAT is ready for use and occupancy, THE PURCHASER/S shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the SAID FLAT) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Infrastructure tax shall be payable by the respective purchasers of SAID FLAT as per carpet area of the SAID FLAT purchased. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, THE PURCHASER/S shall pay to THE VENDOR / PROMOTER within 7 days of demand such proportionate share of outgoings or such charges and/ or deposit and/or taxes, as may be determined by THE VENDOR / PROMOTER and in determining such amount the decision of THE VENDOR / PROMOTER shall be final, conclusive and binding upon the purchasers. THE PURCHASER/S further agrees that till THE PURCHASER/S share is so determined THE PURCHASER/S shall pay to THE VENDOR / PROMOTER the provisional monthly contribution of Rs.2950/- per month towards the outgoings. The amounts so paid by THE PURCHASER/S to THE VENDOR / PROMOTER shall not carry any interest and remain with THE VENDOR / PROMOTER until a conveyance of the structure or the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/ being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by THE VENDOR / PROMOTER to the Society or the Limited Company, as the case may be.

48. THE PURCHASER/S shall on or before delivery of possession of the SAID FLAT keep deposited with THE VENDOR / PROMOTER the following amounts:-

Rs.35,400/- expenses towards the maintenance of entire project for 12 months or such amount as revised from time to time of entire project SUMIT PLUMERIA II till the formation of the Housing society or obtaining the Occupation Certificate, whichever is earlier.

Rs.650/- as membership of the Society / Entity General Society.

Rs.6000/- Legal expenses towards the formation and Registration of the Housing Society.

Rs.41,300/- towards obtaining the water and Electricity Connection to the SAID FLAT as also the cost of the respective meter box likewise cost of pipeline connecting from mains to respective SAID FLAT and the cost of the cable from main electric pole to the meter box will be shared proportionately will be shared by all the SAID FLAT members of the building.

49. THE PURCHASER/S shall pay to THE VENDOR / PROMOTER sum of Rs.6,000/-(Rupees Six Thousand only) for meeting all legal costs, charges and expenses, including professional costs of the Attorney at Law/Advocates of the Promoter in connection with formation of the said Society or Limited Company or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.

50. THE PURCHASER/S agrees and binds himself/ herself/ themselves to contribute to THE VENDOR / PROMOTER such amount as may be decided by THE VENDOR / PROMOTER till the formation of the Society/ Entity / General Society and furthermore to the Society / Entity/ General Society such amount as may be decided by the Society / Entity / General Society, after its formation, as the case may be, for the regular upkeep/governance and proper maintenance of the SAID PLOT and transfer of the SAID PLOT in favor of the Housing Society and the buildings standing thereon including the maintenance of common lights, water charges, watchman's remuneration, maintenance of open spaces garden, lift and caretaker's salary etc. irrespective of the use of these value additions by the owners of the SAID FLAT. Accordingly therefore the obligation to pay regularly on the part of THE PURCHASER/S herein shall start from the commencement of the deemed date of possession as stated above.

51. It is further agreed by and between the Parties herein that THE VENDOR / PROMOTER shall operate a separate account in Bank in respect of the aforesaid funds as stated hereinabove which shall be operated solely by THE VENDOR / PROMOTER in Trust till such time the Society/ Entity / General Society is formed and handed over.

52. The Maintenance charges levied and collected above from the various Purchaser/s including THE PURCHASER/S herein shall also be put into the aforesaid account in order to facilitate THE VENDOR / PROMOTER to operate and effect payment towards maintenance /upkeep as and when required till such time the Society /Entity/ General Society is formed as stated hereinabove.

53. THE VENDOR / 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, as the case may be as per the balance amount remaining in the Banker's record along with a certified audited statement of account by THE VENDOR / PROMOTER Auditors.

54. THE VENDOR / PROMOTER also hereby agree to handover the balance amount with them maintained in the Current Account after deductions, if any, after the formation, of the Society/ Entity/ General Society.

55. At the time of registration of conveyance of the structure or the building or wing of the building, as the case may be, as may be decided by THE VENDOR / PROMOTER, THE PURCHASER/S shall pay to THE VENDOR / PROMOTER, THE PURCHASER/S share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building / wing of the building. At the time of registration of conveyance of the project land, THE PURCHASER/S shall pay to THE VENDOR / PROMOTER, THE PURCHASER/S' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Society / Apex Body or Federation.

56. REPRESENTATIONS AND WARRANTIES OF THE VENDORS / PROMOTER:-

THE VENDOR / PROMOTER hereby represent and warrants to THE PURCHASER/S as follows:

- i. THE VENDOR / PROMOTER have clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. THE VENDOR / PROMOTER have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the vendors/developers has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. THE VENDOR / PROMOTER have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of THE PURCHASER/S created herein, may prejudicially be affected;
- vii. THE VENDOR / PROMOTER have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the SAID FLAT which will, in any manner, affect the rights of THE PURCHASER/S under this Agreement;
- viii. THE VENDOR / PROMOTER confirms THE VENDOR / PROMOTER is not restricted in any manner whatsoever from selling the SAID FLAT to THE PURCHASER/S in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed or Deed of the structure to the association of THE PURCHASER/S, THE VENDOR / PROMOTER shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of THE PURCHASER/S;
- x. THE VENDOR / PROMOTER has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon THE VENDOR / PROMOTER in respect of the project land and/or the Project except those disclosed in the title report.

57. THE PURCHASER/S himself/themselves with intention to bring all persons into whosoever hands the SAID FLAT may come, hereby covenants with THE VENDOR / PROMOTER as follows:-

- i. To maintain the SAID FLAT at THE PURCHASER/S' own cost in good and tenantable repair and condition from the date that of possession of the SAID FLAT is taken and shall not do or suffer to be done anything in or to the building in which the SAID FLAT is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the SAID FLAT is situated and the SAID FLAT itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the SAID FLAT 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 FLAT 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 FLAT is situated, including entrances of the building in which the SAID FLAT is situated and in case any damage is caused to the building in which the SAID FLAT is situated or the SAID FLAT on account of negligence or default of THE PURCHASER/S in this behalf, THE PURCHASER/S shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the SAID FLAT and maintain the SAID FLAT in the same condition, state and order in which it was delivered by the Promoter to THE PURCHASER/S and shall not do or suffer to be done anything in or to the building in which the SAID FLAT is situated or the SAID FLAT 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 committing any act in contravention of the above provision, THE PURCHASER/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 FLAT 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 FLAT or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the SAID FLAT is situated and shall keep the portion, sewers, drains and pipes in the SAID FLAT 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 FLAT 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 FLAT without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the SAID FLAT 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 FLAT in the compound or any portion of the project land and the building in which the SAID FLAT is situated.
- vii. Pay to THE VENDOR / PROMOTER within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the SAID FLAT 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 FLAT by THE PURCHASER/S for any purposes other than for purpose for which it is sold.
- ix. THE PURCHASER/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 FLAT until all the dues payable by THE PURCHASER/S to THE VENDOR / PROMOTER under this Agreement are fully paid up.
- x. THE PURCHASER/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 SAID FLATS 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 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 SAID FLAT in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which SAID FLAT is situated is executed in favour of Society/Limited Society and even thereafter, THE PURCHASER/S shall permit THE VENDOR / PROMOTER and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which SAID FLAT is situated is executed in favour of Apex Body or Federation and even thereafter, THE PURCHASER/S shall permit THE VENDOR / PROMOTER and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- xiv. Any taxes, charges or outgoings levied by the Ponda Municipal Council or any other Government and semi Government Department or any other competent authority for consumption of electricity, and water/ sewerage charges, exclusively pertaining to the SAID FLAT shall be borne by THE PURCHASER/S from the date of issuance of Occupancy Certificate.

58. It is hereby specifically agreed and consented to by the PURCHASER/S that THE VENDOR / PROMOTER shall be entitled, and also hereby deemed to have been permitted by THE PURCHASER/S to make such variations and alterations in the Building plans or in the layout elevation of the building including relocating the open spaces/ all structures/ buildings/ garden spaces and/or varying the location of the access to the building, as the exigencies of the situation and the circumstances of the case may require during the execution and completion of the Scheme of Development as a whole before getting the Occupancy Certificate. It is further agreed and deemed to have been explicitly consented by THE PURCHASER/S that THE VENDOR / PROMOTER shall be entitled to amalgamate the SAID PLOT and use unused FAR in adjacent plot with one or more adjoining properties/Plots and also to grant or to obtain access or right of way to or from such adjoining properties, if any and if required for the ultimate beneficial enjoyment of the SAID PLOT by the prospective purchaser/s of the Flats therein and deemed to have been consented by THE PURCHASER/S. The decision of THE VENDOR / PROMOTER in this regard shall be final and binding on THE PURCHASER/S. The PURCHASER/S hereby gives their express consent to the above and it shall be considered as consent in writing of THE PURCHASER/S required by law.

59. All plans for the "SUMIT PLUMERIA" have been prepared and approval(s)/ construction licensees, with respect to the same have been obtained, on the basis of the survey plans of the SAID PLOT and areas mentioned therein, and

THE VENDOR / PROMOTER are expressly entitled to revise the plans/ approval(s)/ construction licensee(s) based on actual site conditions, which shall be construed as final for all purposes.

60. THE VENDOR / PROMOTER shall be entitled to unilaterally revise the plans and/or specifications relating to:-

(i) The exterior of “SUMIT PLUMERIA”.

(ii) All common structures/ areas/ amenities in and around the Complex “SUMIT PLUMERIA” including adding / modifying / deleting / relocating any such structures / areas / amenities till the final submission of plans for approval and grant of Occupancy Certificate to be in consonance with the SAID FLAT in the SAID PLOT.

(iii) THE VENDOR / PROMOTER shall be at liberty, and are hereby permitted by THE PURCHASER/S to make variations in the layout/elevation of the building including relocating the open spaces/ all structures/ buildings/ garden spaces and/or varying the location of the access to the building as the exigencies of the situation demands and the circumstances of the case may require, so long as the carpet area of the SAID FLAT is not altered.

(iv) In the event THE PURCHASER/S desires to make any changes or additions within the SAID FLAT to the Standard Specifications detailed in SCHEDULE V hereafter written, if permitted, by THE VENDOR / PROMOTER subject to the overall approval of the authorities concerned, it need be, THE PURCHASER/S shall have to pay the additional cost of such changes/additions /alterations and for the purpose of payment it will be considered as an 'extra item of work'. In such event THE VENDOR / PROMOTER irrespective of the payment received for carrying out the, extra item of work shall be entitled for sufficient extension of time over and above the time specified in Clause above to deliver the possession of the SAID FLAT, as changes / additions / alterations requires time and constant personal supervision to monitor the progress of the work.

(v) In addition to above it has been made clear to THE PURCHASER/S herein and THE PURCHASER/S have consented as an end user, that the extra item of work asked for by them and to be executed by THE VENDOR / PROMOTER as above, shall only be at his/her/their risk, responsibility and functional efficiency of such changes asked for and THE VENDOR / PROMOTER shall not be held responsible or accountable or answerable or called upon either to re-do or re-place the same as a 'defective item of work' either in regards to quality or its functional efficiency under any circumstances since such changes carried out at the behest of the PURCHASER/S are a deviation from the standard and time tested design adopted by the Vendors s, under the scheme of development.

(vi) In the event The PURCHASER/S, either during the subsistence of this Agreement or after taking over the possession of the SAID FLAT makes any changes or additions in the electrical layout hereinafter appearing, leading to the increase in the total electrical load over and above the electrical load originally provided by THE VENDOR / PROMOTER for the SAID FLAT, then in such an event THE VENDOR / PROMOTER shall not be held responsible, accountable or liable or answerable either to compensate or replace any wiring material, fixtures & fittings developing any alleged defects/ deficiencies either in its quality or performance and THE PURCHASER/S shall be solely responsible for the same at their own risk and cost.

61. THE VENDOR / PROMOTER shall maintain a separate account in respect of sums received by THE VENDOR / PROMOTER from the purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

62. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the SAID FLAT or of the said Plot and Building or any part thereof. THE PURCHASER/S shall have no claim save and except in respect of the SAID FLAT hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of THE VENDOR / PROMOTER until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

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

After THE VENDOR / PROMOTER executes this Agreement they shall not mortgage or create a charge on the SAID FLAT herein sold 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 who has taken or agreed to take such SAID FLAT.

64. BINDING EFFECT

Forwarding this Agreement to THE PURCHASER/S by the vendors /developers does not create a binding obligation on the part of the vendors s or THE PURCHASER/S until, firstly, THE PURCHASER/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 and secondly, appears for registration of the same before the concerned Sub Registrar

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

65. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the SAID FLAT as the case may be.

66. RIGHT TO AMEND

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

67. PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE PURCHASER/S / SUBSEQUENT THE PURCHASER/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 THE PURCHASER/S of the SAID FLAT, in case of a transfer, as the said obligations go along with the SAID FLAT for all intents and purposes.

68. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that THE PURCHASER/S has to make any payment, in common with other THE PURCHASER/S in Project, the same shall be in proportion to the carpet area of the SAID FLAT to the total carpet area of all the SAID FLAT in the Project.

70. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

a) THE PURCHASER/S hereby confirms having taken inspection, to their full satisfaction, of the requisite documents of title to the SAID PLOT and of the plans/approvals/license relating to the SAID PLOT or SAID PREMISES or the Complex "SUMIT PLUMERIA".

b) THE VENDOR / PROMOTER shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the SAID PLOT and/or in the "SUMIT PLUMERIA" provided it does not in any way affect or prejudice the right of THE PURCHASER/S in respect Flats.

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

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

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

71. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by THE VENDOR / PROMOTER through its authorized signatory at the Vendors Office, or at some other place, which may be mutually agreed between the Vendors and THE PURCHASER/S, in after the Agreement is duly executed by THE PURCHASER/S and the Vendors 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.

72. THE PURCHASER/S shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and THE VENDOR / PROMOTER will attend such office and admit execution thereof.

73. That all notices to be served on THE PURCHASER/S and THE VENDOR / PROMOTER as contemplated by this Agreement shall be deemed to have been duly served if sent to THE PURCHASER/S or THE VENDOR / PROMOTER by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of THE PURCHASER/S

Email ID:

Promoter Name:- **M/s SUMIT WOODS LTD.**
S-102, Sumit Classic, Opp. Ponda Municipal Council, Ponda,
Goa- 403 401.
Email ID:

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

74. **JOINT THE PURCHASER/S**

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

75. **Stamp Duty and Registration:-** The charges towards stamp duty and Registration of this Agreement shall be borne by THE PURCHASER/S.

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

77. **GOVERNING LAW**

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

78. The possession of the SAID FLAT has not been handed over to THE PURCHASER/S for the time being.

79. The Market Value of SAID FLAT along with undivided proportionate share in land is **Rs. _____/- (Rupees _____ only).**

SCHEDULE –I

ALL THAT Plot A-1 admeasuring 2500.00 Sq.mts of the larger property known as “ONE FOURTH OF HALF BAGAYAT KUMARBHAT, SURBHAT, RAMBHAT AND DAGPOIQUIM” or “DANG VADO” situated at Queula, within the jurisdiction of Ponda Municipal Council, Taluka and Registration, Sub – District of Ponda, District of South Goa, in the State of Goa and the property as a whole is described in the Land Registration Office of Ilhas under No.533 of Book B-7, old bearing cadastral survey No. 134 and registered in the Taluka Revenue office under Matríz Nos. 523 and 527 and surveyed under new survey No.199/1 (part) 199/1 of Village Ponda, Taluka Ponda. The said entire property is bounded as follows:-

On or towards the East:- property of Dhaku Kavlekar,
On or towards the West:- By stream,
On or towards the North:- By property of Dhaku Kavalekar,
On or towards the South:- By National road.

SCHEDULE NO.II
(DESCRIPTION OF THE “SAID PLOT”)

ALL THAT Plot A-1 (A) admeasuring 2050.00 Sq. mts distinctly surveyed under Survey No.199/1-A of Village Ponda, Taluka Ponda forming part of the larger Plot A-1 admeasuring 2500.00 Sq.mts of the larger property known as “ONE FOURTH OF HALF BAGAYAT KUMARBHAT, SURBHAT, RAMBHAT AND DAGPOIQUIM” or “DANG VADO” situated at Queula, within the jurisdiction of Ponda Municipal Council, Taluka and Registration, Sub – District of Ponda, District of South Goa, in the State of Goa and the property as a whole is described in the Land Registration Office of Ilhas under No.533 of Book B-7, old bearing cadastral survey No. 134 and registered in the Taluka Revenue office under Matriz Nos. 523 and 527 and surveyed under new survey No.199/1 (part) 199/1 of Village Ponda, Taluka Ponda.

The said Plot A-1 (A) admeasuring an area of 2050.00 Square metres is bounded as follows:-

On or towards the East:- Plot A-1(B) of same property,
On or towards the West:- Nalla,
On or towards the North:- Land under survey No.199/1 (part)
On or towards the South:- Ponda Kavlem main Road.

SCHEDULE NO. III
(DESCRIPTION OF THE SAID FLAT)

ALL THAT **FLAT No.**_____ admeasuring _____ square meters **Carpet Area** (admeasuring _____ Square meters super built up area) **along with the exclusive balcony appurtenant to the SAID FLAT admeasuring _____ square meters (Carpet Area)** situated on _____ **FLOOR**, with the right to use **Car Parking space** (the exact number and location to be allotted latter) in “_____ **Wing**” of **Building _____ of SUMIT PLUMERIA** constructed on “SAID PLOT” more particularly described in SCHEULE No. II above.

SCHEDULE NO. IV

(The mode of payment of the Purchase Price and other amounts to be paid by the Flat Purchaser/s of the Flat to the Promoters/Vendors)

(a)	Rs. 10%	As earnest money on or before execution of this Agreement’
(b)	Rs. 20%	On or before the completion of the Plinth Work. (not exceeding 45%)
(c)	Rs. 40%	On or before the completion of various slabs (Total Payable divide by Number of Slabs).
(d)	Rs. 20%	On or before Completion of Masonary, Erection of doors, windows, etc.
(e)	Rs. 5%	On or before Completion on tiling, Plumbing, electrical work etc.
(f)	Rs. 5%	Within 7 days of the Promoters/Vendors intimating the Purchaser/s that the said Flat / Unit is ready for Occupation or before the Purchaser/s take/s the possession of the said Flat / Unit, whichever is earlier.
Total Rs. <u>100%</u>		

PROVIDED FURTHER that the Flat Purchaser/s shall pay the last instalment of the purchase price within seven days from the receipt of the intimation from the Promoters/Vendors that the Flat agreed to be purchased by him / her / them is ready for possession and if the Flat Purchaser/s fail/s to make payments, the Promoters/Vendors shall be at liberty to exercise other rights as set out in the Agreement including the right to terminate this Agreement and sell the said Flat to any other person/s.

PROVIDED FURTHER that the Certificate which may be issued by the Promoters / Vendors’ Architect certifying that the work has commenced and / or respective work of the plinth / slabs etc. have been completed, shall be binding upon the Flat Purchaser/s and the payment of the instalment shall be forthwith due and payable by the Flat Purchaser/s to the promoters.

MODE OF PAYMENT FOR EXTRA WORKS:

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

SCHEDULE -V STANDARD SPECIFICATION

1. R.C.C. Structure building with walls of brick / Laterite stone / Autoclave Aerated Block work.
2. Outside double coat sand face plaster, internally lime/ gypsum finish plaster.
3. Tiles in flooring of all rooms including Kitchen, landing, midlanding, etc. and tiles upto doors height in the toilet, bath / W.C.
4. Granite/Tiles/Stone Top kitchen platform with stainless steel sink and ceramic tiles dado upto 2' height on kitchen platform top.
5. Plumbing work concealed type and drainage work as per P.M.C./ Village Panchayat rules.
6. Flush Door in both side laminate to main door, bedroom and washroom etc.
7. Aluminium sliding windows.
8. Concealed electric work of copper wiring as per rules and regulation of Electricity Department.
9. Acrylic paint to outer walls/ internal walls and enamel paint to all other wooden metal work.

SCHEDULE -VI

(Common Areas and Facilities)

1. Common areas shall include open spaces, common entrances, common passages, lobbies, staircases and landings, and roof terraces.
2. Common facilities in the layout shall include:-
 - (a) Plumbing lines, sewerage and drainage lines.
 - (b) Multipurpose/Fitness centre, common sit-outs, Landscaped open spaces.
 - (c) Internal roads/pathways, compound wall and gates.
 - (d) Internal driveway with street lights;
 - (e) Storm water drains, sewerage disposal arrangement and rain water harvesting system (if provided);
 - (f) Any other facility and amenities, which form part of the common facilities/amenities in the layout.

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

**SIGNED AND DELIVERED BY:-
M/S. SUMIT WOODS LIMITED:-
Through its Authorized signatory:-**

SHRI. DHAIRYSHIL BAPUSAHEB PATIL

Left hand finger impressions.

Right hand finger impressions.

SIGNED AND DELIVERED BY

THE PURCHASER:-

Left hand finger impressions.

Right hand finger impressions.

Witnesses:-

1. _____
2. _____